



**COUNTY OF HENRICO
DEPARTMENT OF FINANCE
PURCHASING DIVISION
CONTRACT EXTRACT
NOTICE OF RENEWAL**

DATE:	June 30, 2023
CONTRACT COMMODITY/SERVICE: <i>(include contracting entity if cooperative)</i>	RTI Reading (K-12) Curriculum for Tier I, II and III
CONTRACT NUMBER:	2114A
COMMODITY CODE:	924.16
CONTRACT PERIOD:	July 1, 2023 through June 30, 2024
RENEWAL OPTIONS:	Two (2) one-year renewals through 2026
USER DEPARTMENT:	Schools
Contact Name:	Kennedy Williams Venaglia
Phone Number:	804-652-3640
Email Address:	Kmw3@henrico.k12.va.us
HENRICO COOPERATIVE TERMS INCLUDED:	Yes
SUPPLIER: Name:	HEC Software, Inc. d/b/a Reading Horizons
Address:	1194 Flint Meadow Drive
City, State:	Kaysville, UT 84037
Contact Name:	Jacob Dobscha
Phone Number:	540-280-9576
Email address:	jacob.dobscha@readinghorizons.com
ORACLE SUPPLIER NUMBER:	435938
BUSINESS CATEGORY:	Non Swam
PAYMENT TERMS:	Net 45 days
DELIVERY:	N/A
FOB:	N/A
BUYER: Name:	Eileen M. Falcone CPPB
Title:	Assistant Division Director
Phone:	804-501-5637
Email:	Fal51@henrico.us

This contract is the result of a competitive solicitation issued by the Department of Finance, Purchasing Division. A requisition must be generated for all purchases made against this contract and the requisition must reference the contract number.

I. SCOPE OF SERVICES

A. General Requirements:

1. The proposed solution shall cover remediation and intervention for all areas of reading (decoding, phonemic awareness, comprehension, fluency, and vocabulary). Offerors shall also include programs that offer comprehensive literacy support (including writing support) for our Tier I and Tier II students.
2. Materials provided shall be in a print or a blended format, printed and digital programs. Digital programs must coincide with printed materials. Digital programs that do not coincide with printed materials will not be considered.
3. Options for materials and strategies provided will be consistent across all schools at each level (elementary, middle, and high) within the HCPS system.
4. The proposed solutions shall have content scaffolding to include a tiered approach and acceleration for students who need additional help with reading skills and those who need to demonstrate reading gains of one or more years.
5. Intervention materials shall be scripted, explicit, systematic, and simple in design, allowing personnel with varying field experience to successfully instruct lessons that address one or more of the major areas of reading (decoding, phonemic awareness, comprehension, fluency, and vocabulary) and support a variety of instructional settings.
6. Instructional materials for students receiving interventions shall include leveled materials, covering an appropriate range of reading levels and provide engaging tasks that are age-appropriate, high interest, and support and remediate basic skills, linking activities to diagnostic assessments.
7. Materials used for Tier II Intervention should target the improvement of basic skill deficits while supporting and enhancing Tier I (Virginia SOLs) instructional objectives in a different instructional design rather than replace or duplicate it. Tier II is **not** a SOL Remediation Program. Program alignment to the VA SOLs could be beneficial in prescribing its use in remediation.
8. Materials used for Tier II Intervention will include student workbooks, manipulatives, and ancillary materials essential for full implementation and will be consistent across the school division and correlated to essential reading components.
9. Materials used for Tier II or III Intervention may not be grade-level specific in order to provide intervention that meets the instructional level of each student. The Successful Offeror(s) may choose to include some Tier I materials that could be used for Tier II and Tier III Interventions for students not yet functioning on grade level.
10. Tier III materials should provide intensive, explicit, systematic instruction. These materials should be targeted to specific academic deficits.

III. TECHNICAL SPECIFICATIONS

A. User Interface

1. Browser Support – the proposed solution shall:
 - a. Be compatible with the current versions of multiple browsers- at minimum, current versions of Internet Explorer, Edge, Safari, Firefox, and Chrome browsers.
 - b. Maintain compatibility with listed browsers and future versions/updates/releases of the listed browsers for the duration of the contract.
 - c. Only require standard browser plugins.
2. The proposed solution will be compliant with the Americans with Disabilities Act requirements for accessibility.
3. The proposed solution shall be cloud-based and delivered via the Internet over wireless LANs to the client's browser.
4. The proposed solution shall provide an intuitive user interface that allows for ease of use by teachers and students.
5. The proposed solution shall support mobile technology including but not limited to the specific mobile devices currently used in HCPS (iOS, Chromebooks and Android Platforms).

B. Integration

1. The proposed solution shall provide methods for user account administration that are easy to use and maintain.
2. The proposed solution shall support a single sign-on solution that does not require staff or students to have a separate account or password for accessing the vendor's application.
3. The proposed solution shall allow for LTI, Azure Active Directory or LDAP as a method of authentication and authorization.
4. The proposed solution shall provide a means to identify the individual or client using the application, authenticate the individual and determine the authorities and rights granted to that individual as well as a reporting engine for tracking usage and progress.
5. Any requirements for student, staff, course, roster or school information must be supported through a common specification. The exchange of data must be through a common protocol and not require the installation of vendor-specific software in the HCPS internal infrastructure. HCPS currently supports the following means of exchanging student information in order of preference but will accept other non-vendor specific protocols:
 - a. LTI integration as a Tool Provider (TP) with our LMS Solution (Schoology);
 - b. SIF - Student Information framework;
 - c. Exchange of information through Clever - a third party vendor for exchanging common data for school systems (The Successful Offeror is responsible for any costs incurred with Clever implementation);
 - d. API integration with our SIS, PowerSchool; and,
 - e. File exchange to a vendor-supported sFTP server.
6. No additional fees may be charged to HCPS for data integration
7. Solutions that allow for seamless integration of their product through the IMS Global interoperability standards are preferred and shall support the LTI version 1.1® or higher certified as a Tool Provider with HCPSs LMS Solution (Schoology).

C. Infrastructure and System Administration

1. The proposed solution shall be deployed on servers and equipment hosted or administered by the Successful Offeror. Hosting the solution on a 3rd party, such as Amazon or Azure, is acceptable.
2. The proposed solution will provide a secure, web-based system for data in transit and at rest.
3. Successful Offeror(s) will document compliance with all local, state, and federal laws related to student data privacy.
4. The proposed solution shall contain neither commercial content nor serve as a vehicle to market goods and services.
5. The proposed solution is required to handle at least 60,000+ concurrent HCPS users with no latency.
6. If the solution is reliant on LDAP authentication, HCPS will only accept a defined external IP address to allow Firewall transactions and will not accept the allowance of entire network segments.
7. HCPS shall have the ability to submit requests for alteration of the digital content (including additional supporting data, modification of current data, or removal of data deemed inappropriate by HCPS) via email or web-based forms embedded in the digital content.

D. Computer, Software, and Network Specifications:

The proposed solution shall meet all performance requirements defined in this document and be currently compatible with the following minimum computer specifications as well as maintaining compatibility with updates/patches/versions of listed software for the duration of the contract (at a minimum beginning with the versions listed below)

1. All Staff District-wide; High and Middle School Students

a. Software

- i. OS – Windows 10, 1903 : 64-bit
- ii. Browsers – Internet Explorer 11; Google Chrome 76.x or above; Microsoft Edge 44.18362.10
- iii. Java – 1.8.0_171 or above
- iv. PDF Reader - embedded within Chrome and Edge
- v. Adobe Reader - standalone application
- vi. Flash Player – embedded with all browsers
- vii. Adobe Shockwave – 12.2 or above
- viii. Silverlight: 5.1.x or above

b. Hardware (Based on Latitude 3380s model):

- i. Dimensions & Weight
 1. Width: 13.19" / 335mm
 2. Height: (front/back) 1.06"/26.8mm to 1.22"/30.9 mm
 3. Depth: 8.80" / 223.3mm 14.0-inch HD Display
 4. Weight 4lbs
- ii. 13.3-inch HD Anti-Glare LED display
- iii. 128GB SSD Hard Drive
- iv. 2.50 GHz Intel® i5 Processor-Dual Core
- v. 8GB DDR3 SDRAM
- vi. USB Ports

1. 2.0 - (USB/eSATA combo)
 2. 3.0 – 2
 - vii. Video output:
 1. HDMI
 - viii. Video Card
 1. 128MB Dedicated VRAM
 2. 1366X768 - Native Resolution
 - ix. Network Connections:
 1. Built-in Wireless Card (802.11ac)
 2. 10/100/1000 Gigabit Ethernet
 - x. Other inputs:
 1. Stereo headphone/Microphone combo jack
 2. Integrated, noise reducing array microphone
 3. Integrated HD video webcam
2. Elementary Students: Windows Laptops (limited in numbers)
- a. Software
 - i. OS – Windows 10, 1803 : 64-bit
 - ii. Browsers – Internet Explorer 11; Google Chrome 66.x+ or above; Microsoft Edge 42.17134.1.0 or above
 - iii. Java – 1.8.0_171 or above
 - iv. PDF Reader - embedded within Chrome and Edge
 - v. Adobe Reader - standalone application
 - vi. Flash Player – embedded with all browsers
 - vii. Adobe Shockwave – 12.2 or above
 - viii. Silverlight: 5.5.x or above
 - b. Hardware (Latitude 3180 Education model):
 - i. Dimensions & Weight
 1. Width: 11.94" / 303.3mm
 2. Height: .82" / 20.8mm
 3. Depth: 8.11" / 206.0mm
 4. Weight 2.79 lbs / 1.27kg
 - ii. 11-inch HD - Display
 - iii. 64GB eMMC Storage - Hard drive
 - iv. Intel® Pentium® Processor N4200
 - v. 4GB 1600MHz LPDDR3
 - vi. USB Ports
 1. 3.1 Gen 1 – 2
 - vii. Video output:
 1. HDMI - full size
 - viii. Video Card
 1. Intel integrated HD graphics 4600
 2. Optional AMD Radeon HD 8690M with 2GB memory
 - ix. Network Connections:
 1. Intel Dual Band Wireless-AC 7265 802.11AC Wi-Fi + BT 4.0 LE Wireless Card (2x2)
 - x. Other inputs:
 1. 2 speakers
 2. 1 Combo headphone/microphone jack
 3. USB card reader
 4. Integrated HD video webcam
3. Elementary Students: Dell Chromebooks (primary device for all elementary students)
- a. Software
 - i. Google Chrome 75.x+ or above

- b. Hardware (Based on Dell Chromebook 11 3180 model):
 - i. Dimensions & Weight
 - 1. Width: 11.94" / 303.3mm
 - 2. Height: 0.81" / 20.75mm
 - 3. Depth: 8.11" / 206mm
 - 4. Weight 2.79 lbs / 1.27kg
 - ii. 11.6-inch HDF - Display
 - iii. 16GB eMMC - Hard drive
 - iv. Celeron N3060 - Processor
 - v. 4GB Memory - Memory
 - vi. USB Ports
 - 1. 2 USB 3.1 Gen 1
 - vii. Video output:
 - 1. Full size HDMI
 - viii. Video Card
 - 1. Intel integrated HD graphics 4600
 - ix. Network Connections:
 - 1. Built-in Wireless Card (802.11a/g/n)
 - x. Other inputs:
 - 1. 2 speakers
 - 2. Headphone/Microphone jack
- 4. iOS Devices - Elementary and Secondary
 - a. Software
 - i. iOS version - 12.x
 - ii. Safari browser
 - b. Hardware (Based on iPad MR7F2LL/A)
 - i. Dimensions and Weight
 - 1. Height: 9.4 inches
 - 2. Width: 6.6 inches
 - 3. Depth: 0.29 inches
 - 4. Weight: 16.48 ounces
 - 5. A10 Fusion chip with 64-bit architecture, Embedded M10 coprocessor
 - ii. Display:
 - 1. 9.7-inch (diagonal) LED-backlit glossy widescreen
 - 2. LED Backlit with Multi-touch with IPS technology
 - a. 2048-by-1536-pixel resolution.
 - b. Retina Display
 - iii. 32GB Storage
 - iv. Wireless-A, Wireless-AC, Wireless-B, Wireless-G, Wireless-N
 - v. Bluetooth 4.2 Technology
 - vi. Camera, Photos and Video Recording:
 - 1. Camera
 - a. 8-megapixel camera
 - b. Live Photos
 - c. Autofocus
 - d. Panorama (up to 43 megapixels)
 - e. HDR for photos
 - f. Exposure control
 - g. Burst mode
 - h. Tap to focus
 - i. Timer mode
 - j. *f*/2.4 aperture
 - k. Five-element lens
 - l. Hybrid IR filter

- m. Backside illumination
 - n. Auto image stabilization
 - o. Face detection
 - p. Photo geotagging
 - 2. Video Recording
 - a. 1080p HD video recording (30 fps)
 - b. Slo-mo (120 fps)
 - c. Time-lapse video with stabilization
 - d. Video image stabilization
 - e. Face detection
 - f. 3x video zoom
 - g. Video geotagging
 - 3. FaceTime HD Camera
 - a. 1.2-megapixel photos
 - b. Live Photos
 - c. *f*/2.2 aperture
 - d. Retina Flash
 - e. 720p HD video recording
 - f. Backside illumination
 - g. HDR for photos and videos
 - h. Face detection
 - i. Burst mode
 - j. Exposure control
 - k. Timer mode
- vii. Power and Battery:
 - 1. Built-in 32.4-watt-hour rechargeable lithium-polymer battery
 - 2. Up to 10 hours of surfing the web on Wi-Fi, watching video, or listening to music
 - 3. Charging via power adapter or USB to computer system
- viii. Sensors:
 - 1. Touch ID (Fingerprint identity sensor built into the Home button)
 - 2. Three-axis gyro
 - 3. Accelerometer
 - 4. Barometer
 - 5. Ambient light sensor
- ix. Accessibility:

Accessibility features help people with disabilities get the most out of their device. With built-in support for vision, hearing, physical and motor skills, and learning and literacy.

 - 1. Voice-over
 - 2. Zoom
 - 3. Magnifier
 - 4. Siri and Dictation
 - 5. Switch Control
 - 6. Closed Captions
 - 7. Assistive Touch
 - 8. Speak Screen



COMMONWEALTH OF VIRGINIA
COUNTY OF HENRICO

DEPARTMENT OF FINANCE
OSCAR KNOTT, CPP, CPPO, VCO
PURCHASING DIRECTOR

Contract 2114A

**Agreement between HEC Software Inc. d/b/a Reading Horizons and
The County School Board of Henrico County**

This agreement (the "Agreement") dated June 22, 2021, is made and entered into between HEC Software d/b/a Reading Horizons ("Reading Horizons"), and the County School Board of Henrico County, Virginia ("HCPS").

WHEREAS, on February 8, 2021, HCPS issued Request for Proposal No. 21-2114-2EMF (the "RFP"), titled "RTI Reading (K-12) Curriculum for Tier II and Tier III"; and,

WHEREAS, the HCPS selected Reading Horizons as one of the Successful Offerors to provide the goods and services requested in the RFP; and,

WHEREAS, the parties have negotiated the terms and conditions under which Reading Horizons will provide goods and services to HCPS; and,

WHEREAS, the delivery of the goods and services will be provided as set forth in the Agreement Documents.

NOW, THEREFORE, the parties agree as follows:

(1) **Agreement Documents** – The Exhibits listed below are hereby incorporated into and made part of this Agreement, and this Agreement and the incorporated Exhibits shall be the "Agreement Documents." In the event of conflict among the Agreement Documents, the provisions of this Agreement shall supersede the Exhibits. Except as otherwise described herein, any inconsistency among the Exhibits shall be resolved by giving priority to the Exhibits in the order of the listing below.

EXHIBIT A	License Agreement Addendum
EXHIBIT B	HCPS Data Security Agreement
EXHIBIT C	Reading Horizons End User License Agreement
EXHIBIT D	Reading Horizons Pricing
EXHIBIT E	Reading Horizons response to Q&A dated March 30, 2021
EXHIBIT F	Reading Horizons Assessments, LLC proposal dated March 1, 2021
EXHIBIT G	Questions and Answers to the RFP dated February 17, 2021
EXHIBIT H	Request for Proposal #21-2114-2EMF dated February 8, 2021

(2) **General Description of Services** – As needed and requested by HCPS during the life of this Agreement, Reading Horizons shall provide goods and services in accordance with the Agreement Documents.

(3) **Term** – The term of the Agreement shall be from July 1, 2021 through June 30, 2022. This Agreement may be renewed for up to four (4) additional one-year periods at the sole discretion of HCPS.

- (4) **Compensation** – In accordance with the Agreement Documents, Reading Horizons shall provide pricing as listed in Exhibit D. Discounts shall be applied as follows:
- If the number of students exceeds 50 students per school a 25% discount shall apply
 - If Reading Horizons Kit orders exceed 6 per school a 10% discount shall apply
- (5) **Sovereign Immunity** – Notwithstanding any contrary language in the Agreement Documents, HCPS neither waives nor abrogates its sovereign immunity hereunder, in part or in whole, in any manner, under any theory.
- (6) **Controlling Law and Venue** – This Agreement is made and entered into, and shall be performed, in the County of Henrico, Virginia. Notwithstanding anything to the contrary in any of the Agreement Documents, this Agreement shall be governed by the laws of the Commonwealth of Virginia without regard to conflicts of law principles. Any dispute arising out of this Agreement, its interpretations, or its performance shall be litigated only in Henrico County General District Court, the Circuit Court of the County of Henrico, Virginia, or the U.S. District Court for the Eastern District of Virginia, Richmond Division.
- (7) **Merger** – The Agreement Documents represent the entire agreement between the parties and supersede all prior communications and negotiations. This Agreement may be modified only in writing, signed by both HCPS and Reading Horizons.
- (8) **Severability** – If any provision of the Agreement Documents is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement Documents shall not be affected thereby and each other provision of the Agreement Documents shall be valid and enforceable to the fullest extent permitted by law.
- (9) **Claims** – Reading Horizons shall submit any and all claims arising under this Agreement, without exception, in accordance with Va. Code § 2.2-4363(C).
- (10) **Notice** – Any notice required to be given under this Agreement shall be sufficient if in writing and sent by either certified mail or overnight delivery to the parties at the addresses set forth below. The parties may update their contact information by providing written notice.

WHEREFORE, the parties hereby execute this Agreement as evidenced by the signatures below.

HEC SOFTWARE, INC. D/B/A READING HORIZONS
1194 Flint Meadow Drive
Kaysville, UT 84037

Trisha Thomas

Signature
Chief Revenue Officer

Title

6/9/2021

Date

COUNTY SCHOOL BOARD OF
HENRICO COUNTY, VIRGINIA
P.O. Box 90775
Henrico, VA 23273-0775

Digitally signed by Oscar Knott
DN: CN = Oscar Knott email = kno008@henrico.us C = US O = County of Henrico, VA OU = Department of Finance - Purchasing Division

Oscar Knott, CPP, CPPO, VCO
Purchasing Director

6/22/21

Date

APPROVED AS TO FORM

Alyssa O'Brien

ASSISTANT COUNTY ATTORNEY

EXHIBIT A
ATTACHMENT G
LICENSE AGREEMENT ADDENDUM

The County of Henrico, Virginia, including the County School Board of Henrico County, Virginia (the "**County**"), and HEC Software, Inc, d/b/a Reading Horizons ("**Supplier**"), a Utah Corporation, are this day entering into an agreement for RTI Reading (K-12) Curriculum for Tier II and Tier III (the "**Agreement**") and, for their mutual convenience, the parties are using the standard form contract ("Reading Horizon End User License Agreement") provided by Supplier ("**Contract**"). This License Agreement Addendum ("**LAA**"), duly signed by the County and Supplier (each a "**Party**"), is attached to and made a part of the Agreement and the Contract by incorporation, and with the Agreement governs the use of any and all software licensed by the County under the Agreement (the "**Software**") and this LAA.

As used in this LAA, the term "**Contract**" means the Supplier's standard form contract and any and all exhibits and attachments thereto. The term(s) "**Customer**", "**You**" or "**you**" as used in the Contract and this LAA, means, as applicable, the County, or any of their officers, directors, agents or employees.

Supplier's Contract is generally acceptable to the County, with the exceptions noted in this LAA below. Despite the general acceptability of the Contract, certain standard clauses may appear in, or be incorporated by reference into, the Contract that cannot be accepted by the County. In consideration of the convenience of using Supplier's standard form contract without the necessity of specifically negotiating a separate contract document, the Parties specifically agree that any of the following provisions contained in the Contract are deemed void and will not have any effect and will not be enforceable against any Customer:

1. Requiring the application of the law of any state other than the Commonwealth of Virginia in interpreting or enforcing the Contract or requiring or permitting that any dispute under the Contract be resolved in any court other than the state courts located in Henrico County, Virginia;
 2. Requiring any total or partial compensation or payment for lost profit or liquidated damages by any Customer if the Contract is terminated before the end of its ordinary term;
 3. Imposing any interest charge(s) contrary to that specified by § 2.2-4347 et seq. of the Code of Virginia;
 4. Requiring the County to maintain any type of insurance for Supplier's benefit;
 5. Granting Supplier a security interest in any property of the County;
 6. Requiring the County to indemnify, defend, or to hold harmless Supplier for any act or omission;
 7. Limiting or adding to the time period within which claims can be made or actions can be brought (Reference Tit. 8.01 of the Code of Virginia);
 8. Limiting selection and approval of counsel and approval of any settlement in any claim arising under the Contract and in which the County is a named party;
 9. Binding the County to any arbitration or to the decision of any arbitration board, commission, panel or other entity;
 10. Obligating the County to pay costs of collection or attorney's fees;
 11. Requiring any dispute resolution procedure(s) other than those in accordance with § 2.2-4363 et seq. of the Code of Virginia;
 12. Permitting Supplier to access any of the County's records or data, except pursuant to court order;
 13. Permitting Supplier to use any information provided by the County except for Supplier's own internal administrative purposes;
 14. Requiring the County to limit its rights or waive its remedies at law or in equity;
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15. Bestowing any right, or incurring any obligation, that is beyond the duly granted authority of the undersigned representative of the County to bestow, or incur, on behalf of the County;
 16. Establishing a presumption of severe or irreparable harm to Supplier by the actions or inactions of the County;
 17. Limiting the liability of Supplier for property damage, death, or personal injury;
 18. Permitting Supplier to assign, subcontract, delegate or otherwise convey the Contract, or any of its rights and obligations under the Contract, to any entity without the prior written consent of the County, except as set forth in paragraph 39 below;
 19. Not complying with the contractual claims provision § 2.2-4363 of the Code of Virginia, which is also incorporated into this LAA and the Contract by reference;
 20. Enforcing the United Nations Convention on Contracts for the International Sale of Goods and all other laws and international treaties or conventions relating to the sale of goods. They are expressly disclaimed. UCITA shall apply to the Contract only to the extent required by § 59.1-501.15 of the Code of Virginia;
 21. Not complying with all applicable federal, state, and local laws, regulations, and ordinances;
 22. Requiring that the County waive its sovereign immunity or its immunity;
 23. Requiring that the County, which is tax exempt, be responsible for payment of any taxes, duties, or penalties;
 24. Requiring or construing that any provision in this Contract conveys any rights or interest in the County's data to Supplier;
 25. Requiring the use of foreign currency. The currency used for the Contract will be United States Dollars;
 26. Obliging the County beyond approved and appropriated funding. All payment obligations from the County under the Contract are subject to receipt of necessary appropriations from the County's Board of Supervisors. In the event of non-appropriation of funds for the items under the Contract, the County may terminate, in whole or in part, the Contract or any order, for those goods or services for which funds have not been appropriated. This may extend to the renewal of maintenance services for only some of the licenses granted by Supplier. The County shall provide written notice to the Supplier as soon as possible after legislative action is completed. There will be no time limit for termination due to termination for lack of appropriations;
 27. Permitting unilateral modification of the Contract by Supplier;
 28. Permitting termination by Supplier of the Contract or the licenses granted pursuant to the Contract, or permitting suspension of services by Supplier, except pursuant to an order from a court of competent jurisdiction;
 29. Requiring or stating that the terms of the Supplier's standard form contract will prevail over the terms of this LAA in the event of conflict;
 30. Renewing or extending the Contract beyond the term set forth in the Agreement or automatically continuing the Contract period from term to term;
 31. Requiring that the Contract be "accepted" or endorsed by the home office or by any other officer subsequent to signing by an official of the County before the Contract is considered in effect;
 32. Delaying the acceptance of the Contract or its effective date beyond the date of signing;
 33. Defining "perpetual" license rights to have any meaning other than license rights that exist in perpetuity unless otherwise terminated in accordance with the applicable provisions of the Contract;
 34. Permitting modification or replacement of the Contract pursuant to any new release, update or upgrade of Software, or subsequent renewal of maintenance. If Supplier provides any update or
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upgrade subject to additional payment, the County will have the right to reject such update or upgrade;

35. Requiring the purchase of a new release, update, or upgrade of Software, or subsequent renewal of maintenance, in order for the County to receive or maintain the benefits of Supplier's indemnification of the County against any claims of infringement on any third-party intellectual property rights;
36. Prohibiting the County from transferring or assigning to any entity the Contract or any license to Software granted pursuant to the Contract;
37. Granting Supplier or an agent of Supplier the right to audit or examine the books, records, or accounts of the County; or

In addition to the provisions set forth above in this LAA, the Parties further agree as follows:

38. Supplier warrants that it is the owner of the Software or otherwise has the right to grant to the County the license to use the Software granted under the Contract without violating or infringing any law, rule, regulation, copyright, patent, trade secret, or other proprietary right of any third party.
39. Supplier may assign all or any of its rights and obligations to a third party as a result of a merger or acquisition or sale of all or substantially all of its assets to the third party so long as Supplier's assignee agrees in writing to be bound by the terms and conditions set forth in the Contract, and provided the third party is a U.S.-based entity or maintains a registered agent and a certification of authority to do business in Virginia. Supplier may assign all or any of its rights and obligations to an affiliate of Supplier, provided Supplier remains liable for the affiliate's compliance with the terms and conditions set forth in this Contract
40. Supplier agrees to indemnify, defend and hold harmless the County of Henrico (including Henrico County Public Schools), the County's officers, agents and employees, from any claims, damages, suits, actions, liabilities and costs of any kind or nature, including attorneys' fees, to the extent the claim in any way relates to, arise out of or result from: (i) any negligent act, negligent omission, or intentional or willful conduct of any employee or subcontractor of Supplier, (ii) any breach of any representation, warranty or covenant of Supplier contained in the Contract and LAA, (iii) any defect in the Software, or (iv) any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Software.
41. The County will only be liable to pay for Supplier's travel-related expenses, including transportation, meals, lodging and incidental expenses that have been authorized by the County in advance. The travel-related expenses will be reimbursable at the County's then-current per diem rates.
42. The County may require that Supplier personnel submit to a criminal background check prior to performance of any services under the Contract.
43. Payments for license fees, including subscription fees, and support services are only authorized to be made to the Supplier pursuant to the Contract.

Together with the Agreement, the Contract and this LAA constitute the entire agreement between the Parties and may not be waived or modified except by written agreement between the Parties.

[SIGNATURE PAGE(S) TO FOLLOW]

EXHIBIT B
HENRICO COUNTY PUBLIC SCHOOLS
DATA SECURITY AGREEMENT

This Data Security Agreement ("Agreement") is agreed upon effective June
11, 2021, by and between HEC Software d/b/a Reading Horizons, a Utah Corporation company
("Vendor") and the County School Board of Henrico County, Virginia ("HCPS").

I. DEFINITIONS

- A. **HCPS Data:** HCPS Data is any and all data that HCPS has disclosed to Vendor. For the purposes of this Agreement, HCPS Data does not cease to be HCPS Data solely because it is transferred or transmitted beyond HCPS's immediate possession, custody, or control.
- B. **Data Breach:** The unauthorized access and acquisition of computerized data that materially compromises the security or confidentiality of confidential or sensitive personal information maintained by HCPS as part of a database of personal information regarding multiple individuals and that causes or HCPS reasonably believes has caused or will cause loss or injury to any HCPS constituent.
- C. **System:** An assembly of components that supports an operational role or accomplishes a specific objective. This may include a discrete set of information resources (network, server, computer, software, application, operating system or storage devices) organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.
- D. **Contract.** Shall mean the contract between Vendor and HCPS outlining the services to be provided.

II. DISCLOSURE OF HCPS DATA

- A. The Vendor shall not disclose HCPS Data in any manner that would constitute a violation of state or federal law or the terms of this agreement including, without limitation, by means of outsourcing, sharing, retransfer, or access, to any person or entity, except:
- B. Employees or agents who actually and legitimately need to access or use HCPS Data in the performance of Vendor's duties to HCPS;
- C. Such third parties, such as but not limited to, vendors, suppliers or subcontractors, but only after such third party has agreed in writing and in advance of any disclosure, to be bound by confidentiality terms at least as stringent as the terms of this Agreement; or
- D. Any other third party approved by HCPS in writing and in advance of any disclosure, but only to the extent of such approval.

- E. The Vendor may also store HCPS Data on servers housed in datacenters owned and operated by third parties, provided the third parties take reasonable precautions to protect the security and confidentiality of HCPS data.

III. USE OF, STORAGE OF, OR ACCESS TO HCPS DATA

- A. Vendor shall only use, store, or access HCPS data:
 - 1. In accordance with, and only to the extent permissible under the contract for services; and
 - 2. In full compliance with any and all applicable laws and regulations, only to the extent applicable to Vendor, including the Family Educational Rights and Privacy Act (FERPA); and
- B. Vendor agrees that the use, storage, and access to HCPS Data shall be performed with that degree of skill, care, and judgment customarily accepted as sound, quality, and professional practices. Vendor shall implement and maintain safeguards necessary to ensure the confidentiality, availability, and integrity of HCPS Data. Vendor shall also implement and maintain any safeguards required to be implemented by applicable state and federal laws and regulations.
- C. HCPS reserves the right to request security information reasonably necessary to ascertain HCPS's own compliance with state and federal data privacy laws.
- D. If Vendor becomes aware that HCPS Data may have been accessed, disclosed, or acquired without proper authorization and contrary to the terms of this Agreement or the Contract, Vendor shall use reasonable efforts to alert HCPS of any Data Breach within two business days, and shall immediately take such actions as may be necessary to preserve forensic evidence and eliminate the cause of the Data Breach. Vendor shall give highest priority to immediately correcting any Data Breach and shall devote such resources as may be required to accomplish that goal. Vendor shall provide HCPS information necessary to enable HCPS to fully understand the nature and scope of the Data Breach. Upon request, Vendor shall provide HCPS information about what Vendor has done or plans to do to mitigate any deleterious effect of the unauthorized use or disclosure of, or access to, HCPS Data. In the event that a Data Breach requires Vendor's assistance for mitigation, such assistance shall be provided at no cost to HCPS. HCPS may discontinue any services or products provided by Vendor and any payments to Vendor until HCPS, in its sole discretion, determines that the cause of the Data Breach has been sufficiently mitigated.
- E. If Vendor is served with any subpoena, discovery request, court order, or other legal request or command that calls for disclosure of any HCPS Data, Vendor shall promptly notify HCPS in writing and provide HCPS sufficient time to obtain a court order or take any other action HCPS deems necessary to prevent disclosure or otherwise protect HCPS Data. In such event, Vendor shall provide HCPS prompt and full assistance in HCPS's efforts to protect HCPS Data. Where

Vendor is prohibited by law from notifying HCPS of a legal request for HCPS Data, Vendor will comply with all applicable laws and regulations with respect to the requested HCPS Data.

- F. Upon expiration or termination of the Contract, Vendor shall ensure that no Data Breach occurs and shall follow HCPS's instructions as to the preservation, transfer, or destruction of HCPS Data. The method of destruction shall be accomplished by "purging" or "physical destruction", in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88. Upon request by HCPS, Vendor shall certify in writing to HCPS that return or destruction of data has been completed. Prior to such return or destruction, Vendor shall continue to protect HCPS Data in accordance with this Agreement.
- G. This Agreement shall survive the expiration or earlier termination of the Contract. However, upon expiration or termination of the Contract, either party may terminate this Agreement.

FOR HCPS:

FOR VENDOR: HEC Software, Inc. d/b/a Reading Horizons

John B. Wack

Trisha Thomas

Name

Name

John B. Wack

Trisha Thomas

Signature

Signature

Chief Financial Officer

Chief Revenue Officer

Title

Title

06/11/2021

6/9/2021

Date

Date

EXHIBIT C

Reading Horizons is also pleased to provide our End User Licensing Agreement.



IMPORTANT - PLEASE READ CAREFULLY: BY UTILIZING THIS SOFTWARE YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS. THIS SOFTWARE IS SUBJECT TO COPYRIGHT AND OTHER PROTECTIONS.

This End User License Agreement (this "EULA") is between you and, if applicable, the entity that you represent (collectively, "you" or "customer") and HEC Software, Inc., a Utah corporation d/b/a Reading Horizons ("Reading Horizons" or "we" or "vendor"). You must read all of the terms and conditions of this EULA. This EULA governs your use of the Reading Horizons software (defined below). By accessing, using or registering for any Reading Horizons software, you are agreeing to be bound by this EULA.

This EULA shall govern the specific point release of the software that was downloaded, installed, or otherwise received by licensee along with this license agreement, and shall supersede all previous license agreements accepted by licensee for previous point release upgrades of the software.

1. **License Grant.** This EULA applies to all Reading Horizons software, including without limitation, Reading Horizons Elevate™ online software, Reading Horizons Elevate™ network software, Reading Horizons Discovery™ online software, and Reading Horizons Accelerate™ and each of their respective components and elements including teachers and pupil editions (each, to the extent licensed by Customer under this License Agreement, collectively and individually, "Software"). Reading Horizons hereby grants to Customer, and Customer accepts, a limited, non-exclusive, internal-use only, non-transferable, non-assignable, non-sublicensable license to use the Software and any associated User Documentation for the period of time for which Customer maintains and pays a subscription fee for such license.
2. **Mobile Apps.** Customer acknowledges that Customer's employees or users may have the ability to access some or all of the Software on mobile devices through applications specifically designed by Reading Horizons for distribution to such mobile devices. The terms and conditions of this EULA apply to the Software regardless of access method and any Reading Horizons mobile apps.
3. **FERPA; Applicable Laws.** The Family Educational Rights and Privacy Act (20 U.S.C. Sec. 1232(g)) and the regulations thereunder (34 CFR Part 99) (collectively, "FERPA"), as well as other laws, rules and regulations, as each may be amended from time to time (collectively, including FERPA, "Applicable Privacy Laws"), impose obligations and restrictions onto "educational institutions or agencies" and other persons (such as Customer), including, without limitation, with respect to the handling and disclosure of personally identifiable information contained in the educational records Customer maintains regarding its students and with respect to the online collection of personal information from individuals under the age of thirteen. Vendor may elect to use non-personally identifiable data from users for internal company purposes such as product development. With respect to any data that may be accessed, obtained, received, extracted or otherwise used by Reading Horizons (or which may be disclosed in any manner to Reading



Horizons by or on behalf of Customer), in individualized or aggregate form, in connection with Customer's use of the Software, in whole or in part, pursuant to this EULA, as well as in connection with any services provided by Reading Horizons in connection with the Software (collectively, "Customer Data"), Customer hereby:

- a. agrees to provide to Reading Horizons or otherwise permit Reading Horizons to receive, Customer Data, for Reading Horizons use in accordance with its Privacy Policy, in compliance with Applicable Privacy Laws and any applicable privacy policy;
 - b. represents that it will fully comply with all applicable laws, rules and regulations, including, without limitation, Applicable Privacy Laws, in connection with its use of the Software;
 - c. expressly waives and releases Reading Horizons from and against any and all claims, actions, damages and liability arising in connection with Customer's provision of Customer Data to Reading Horizons (and any required consents in connection therewith) and Reading Horizons receipt and use of Customer Data on behalf of Customer.
4. **Ownership Rights.** Customer acknowledges and agrees that the Software, including, but not limited to, any images, photographs, animations, video, audio, music, and text and User Documentation are proprietary products of Reading Horizons, its licensors and/or the author(s) protected under United States copyright laws and international treaty provisions. Customer acknowledges and agrees that this EULA does not convey any title or interest in or to the Software, but only a limited right of use revocable in accordance with the terms of this License Agreement.
5. **Restrictions.** Customer agrees that it will not modify, translate, adapt, create derivative works from or decompile the software, or any portion thereof, or create or attempt to create, by reverse engineering or otherwise, the source code from the object code supplied hereunder, (ii) rent, lease, loan, sell, transfer, publish, display, distribute, disclose or make the Software available to third parties or use the Software, or any portion thereof, in a service bureau, time-sharing or outsourcing service or otherwise use the Software for the benefit of third parties.
6. **Limited Warranty.** To the maximum extent permitted by applicable law, Reading Horizons and its affiliates and licensors disclaim all warranties, express or implied, including but not limited to any warranties for information, data, data processing services, data or content maintenance or storage, uptime or uninterrupted access, or any warranty of accuracy, correctness, precision, timeliness, thoroughness, completeness, use or application, adequacy and sustainability, and any implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement.
7. **Indemnity.** To the extent permitted by law, Customer shall defend, indemnify and hold harmless Reading Horizons from and against all damages, liabilities, losses and expenses, including reasonable attorneys' fees and expenses, resulting from any third-party claim, suit or proceeding that arises from the Customer and/or the Customer's Users' use of the Software.
8. **Limitation of Liability.** READING HORIZONS CUMULATIVE LIABILITY TO CUSTOMER OR ANY OTHER PARTY FOR ANY LOSS OR DAMAGES RESULTING FROM ANY CLAIMS, DEMANDS, OR ACTIONS

ARISING OUT OF OR RELATING TO THIS EULA SHALL NOT EXCEED THE LICENSE FEE PAID TO READING HORIZONS FOR THE USE OF THE PROGRAM WITHIN THE LAST 12 (TWELVE) MONTHS. In no event shall Vendor be liable for any lost profits, indirect, consequential, special, exemplary, or incidental damages of whatever kind and however caused, even if Reading Horizons knew or should have known of the possibility of such damages. No action, whether based on contract, strict liability, or tort, including any action based on negligence, arising out of the performance of services under this EULA, may be brought by either party more than four years after such cause of action accrued, except that an action for nonpayment may be brought within two years of the date of the last payment.

9. **Governing Law; Venue.** The laws of the State of Utah (without giving effect to its conflict of laws principles) govern all matters arising out of or relating to this EULA and the transactions it contemplates, including, without limitation, its interpretation, construction, performance, and enforcement.

10. **Severability.** Should any term of this EULA be declared void or unenforceable by any court of competent jurisdiction, such declaration shall have no effect on the remaining terms hereof.

No Waiver. The failure of either party to enforce any rights granted hereunder or take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.



The *Reading Horizons Discovery*® Software provides students with the strategies and skills needed to become confident readers. The software provides each student with differentiated instruction that reinforces the concepts taught in the corresponding direct instruction materials. Students are continually assessed throughout instruction to ensure proficiency. When a student shows signs of struggle, the software reviews instruction, notifies the teacher, and offers more practice opportunities.

Purchase Includes:

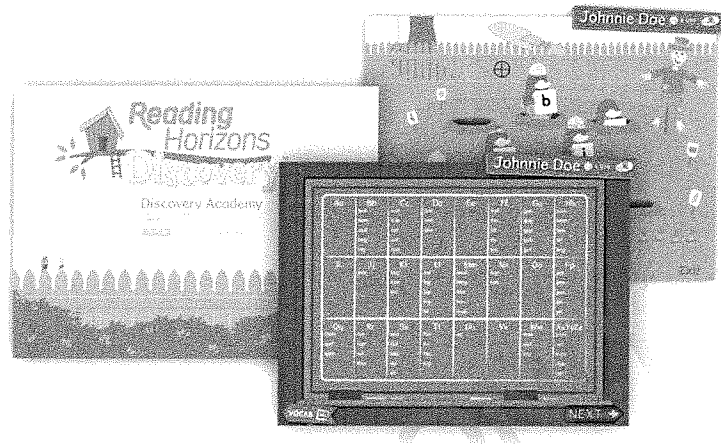
- Unlimited 800-line phone support
- Free updates and upgrades
- One unlimited administration level access
- User Manual
- Lesson Summary Manual
- Free, unlimited access to Reading Horizons Accelerate™, a website for customers that includes implementation and training resources

Features:

- 100 lessons: 63 method-based lessons; 22 Most Common Words lessons; and 15 reference lessons for basic grammar
- Embedded assessments test each student's skill in phonemic awareness, Most Common Words, spelling, and word recognition
- The RHD Reading Assessment (sold as a separate software add-on) powered by the Lexile™ Framework for Reading provides a baseline Lexile measure for each student and validates progress throughout instruction
- The Vocabulary Word Wall allows students to practice decoding and build vocabulary
- 74 illustrated age-appropriate stories include comprehension questions
- Six games reinforce concepts and are accessed as students earn points in the lesson and vocabulary sections
- Three mini-games break up long lessons and assessments
- The Administration System includes customizable reports, options for tailoring the software to each student's needs, and tools to maximize account management

Software

Foundational Reading Instruction for Grades K-3



Reading Horizons Discovery® Software

Online | H338

Price*

Student entry (minimum of 20 entries)	\$110.00/year
RHD Reading Assessment Add-on*	\$10.00/entry/year

*The RHD Reading Assessment purchase must include entries for every student within a *Reading Horizons Discovery*® Software account. The annual renewal is full retail price.

Special pricing for Reading Horizons Partner Program is available upon request.

*Prices are subject to change without notice.

Reading Horizons Discovery® Online System Requirements

Windows

2.33GHz or faster x86-compatible processor, or Intel® Atom™ 1.6GHz or faster processor for netbooks
Windows Vista® or later
Flash Player 11.0 or greater and/or Internet Explorer 7.0 or later, Mozilla Firefox 4.0 or later, Google Chrome, or Safari 5.0 or later
512MB of RAM (1GB of RAM recommended for netbooks); 128MB of graphics memory

Mac OS

Intel Core™ Duo 1.83GHz or faster Intel processor
Mac OS X v10.8 or later
Flash Player 11.0 or greater and/or Safari 5.0 or later, Mozilla Firefox 4.0 or later, or Google Chrome
512MB of RAM; 128MB of graphics memory

iOS

iPad 2 or greater
iOS 8.4 or greater
Internet connection

App Names

Reading Horizons Discovery
Clubhouse
Reading Horizons Discovery Vocab
Reading Horizons Discovery Library
Reading Horizons Discovery Games

Chromebooks

1.4 GHz or faster processor
2GB of RAM



Kindergarten Teacher's Kit

The *Reading Horizons Discovery*® Kindergarten Teacher's Kit include all of the materials needed to prepare and implement research-based reading instruction in the classroom. Each lesson is organized in a way that makes it easy for teachers to engage students in explicit, systematic, and multisensory reading instruction.

- The Teacher's Manual (two volumes) includes lesson plans for teaching alphabet sounds, blends, basic sight words, and basic word formation; corresponding blackline masters, teacher aids, and activities can be accessed through RHAccelerate.com
- 696 large-print Transfer Cards are used for student practice and skill reinforcement
- Four wall posters (Alphabet, Blends, Special Vowel Combinations, and Vowels) serve as a reference to sounds and skills learned
- The Games Supplement includes differentiated activities for each lesson
- Little Books (20 books in a set) provide students with full-color stories that reinforce the skills taught in the lessons; the number of Little Book sets is different depending on which package is purchased, the standard kit comes with one set
- Tote bag

Kindergarten Little Books

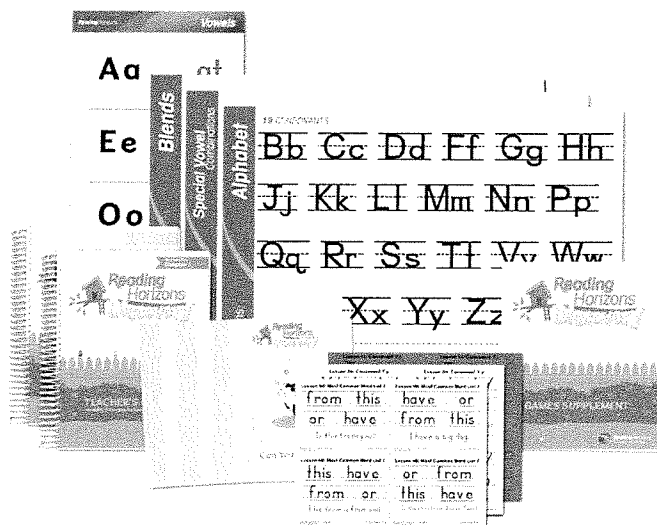
20 full-color Little Books contain controlled vocabulary and original illustrations. These stories reinforce the concepts taught in the Kindergarten Teacher's Manual and corresponding software lessons.

Little Books Teacher Edition

The *Reading Horizons Discovery*® Little Books Teacher Edition serves as a reference for teachers to see stories displayed by lesson number and skill, Lexile Measure, and decodability percentage. An answer key to comprehension questions is also provided. The Little Books Teacher Edition covers the books for both Kindergarten and grades 1-3.

Direct Instruction

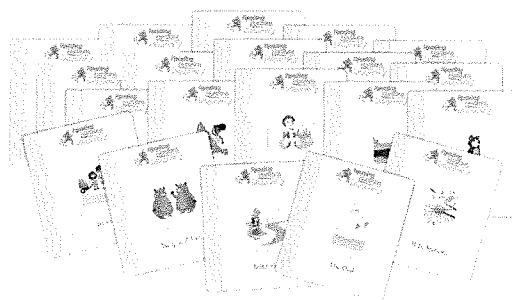
Kindergarten Reading Instruction



Kindergarten Teacher's Kit Packages

C550-000 Kindergarten Teacher's Kit	\$399.00
C550-050 Kindergarten Classroom Kit	\$699.00

*The Classroom Kit includes a full Kindergarten Teacher's Kit plus five sets of the Little Books in addition to the set that comes with the Teacher's Kit and one Little Books Teacher Edition.

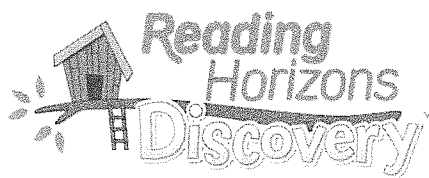


Kindergarten Little Books Packages

C856-001 Kindergarten Little Books (full set of 20 books)	\$59.99
C856-000 Kindergarten Little Books Bundle*	\$299.00
C856-055 Kindergarten Little Books Classroom Set**	\$1,450.00
C850-010 Teacher's Edition	\$9.99

*The Kindergarten Little Books Bundle includes five sets of the Kindergarten Little Books (one set includes 20 books) one Little Books Teacher Edition.

**The Kindergarten Little Books Classroom Set includes 25 sets of the Kindergarten Little Books (one set includes 20 books) one Little Books Teacher Edition.



Grades 1-3 Teacher's Kit

The *Reading Horizons Discovery*[®] Teacher's Kit for grades 1-3 includes all of the materials needed to prepare and implement research-based reading instruction in the classroom. Each lesson is organized in a way that makes it easy for teachers to engage students in explicit, systematic, and multisensory reading instruction.

The Teacher's Kit includes:

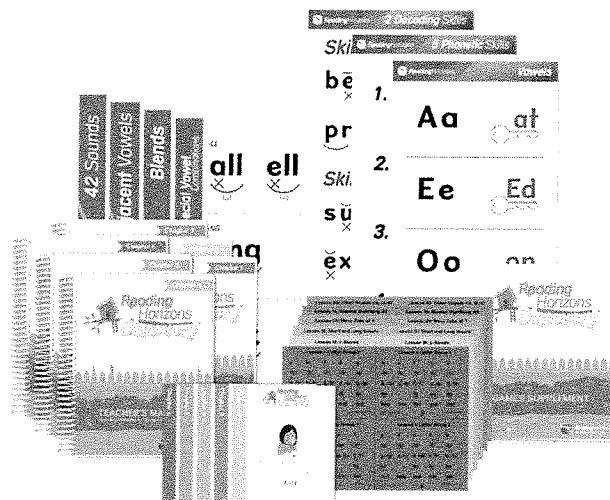
- Teacher's Manuals (six volumes divided by chapter) with lesson plans for teaching the Reading Horizons method, Most Common Words, and basic grammar; corresponding blackline masters, teacher aids, and activities are available at RHAccelerate.com
- 756 Transfer Cards used for student practice and skill reinforcement
- Seven wall posters (42 Sounds of the Alphabet, Blends, Vowels, Special Vowel Combinations, Adjacent Vowels, Five Phonetic Skills, and Two Decoding Skills) for student reference
- Games Supplement with differentiated activities for each lesson
- Little Books (54 books in a full set) that reinforce the skills taught in the lessons
- Tote bag

Grades 1-3 Teacher's Kit Packages

Different package options are available that include the *Reading Horizons Discovery*[®] Spelling Supplement and additional Little Books for classroom use. For more information on these products, refer to the price sheet specific to the Spelling Supplement and Little Books.

Direct Instruction

Foundational Reading Instruction for Grades 1-3

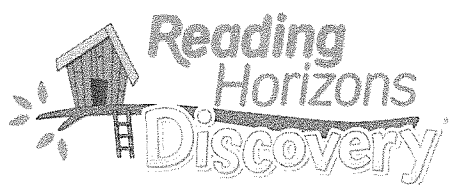


Grades 1-3 Teacher's Kit Packages

	Teacher's Kit	Reader Bundle	Classroom Kit (Limited)	Classroom Kit	Smart Pack*
Product ID	C500	C500-050	G1: C500-081 G2: C500-082 G3: C500-083	G1: C500-071 G2: C500-072 G3: C500-073	G1: C450-000 G2: C450-000 G3: C450-000
Teacher's Manual (six volumes)	X	X	X	X	
756 Transfer Cards	X	X	X	X	
Seven Wall Posters	X	X	X	X	
Games Supplement	X	X	X	X	
Little Books (single set of 54 books)	X	X	X	X	
5 Sets of Little Books		X		X	X
Little Books Teacher's Edition		X		X	X
Spelling Supplement (Grade 1, 2, or 3)			X	X	X
Tote Bag	X	X	X	X	
PRICE	\$649.00	\$1,399.00	\$899.00	\$1,649.00	\$999.00

*The Smart Pack is only available to customers who already have a Teacher's Kit and want to complete the kit with these useful resources.

G1 = Grade 1 | G2 = Grade 2 | G3 = Grade 3



Grades 1–3 Spelling Supplement

The *Reading Horizons Discovery*® Spelling Supplement provides an explicit guide for teaching students how to encode and prove words are spelled correctly. The Spelling Supplement is perfectly correlated to the *Reading Horizons Discovery*® reading program.

The Spelling Supplement includes:

- Instructor Cards with lesson plans for six weeks of 15-20 minutes of daily, explicit spelling instruction to complement the decoding focus of the *Reading Horizons Discovery* reading program. Each lesson includes pre- and post-tests.
- Review Activities Manual with activities for every six weeks of spelling instruction and cumulative assessments to ensure skill mastery.
- Teacher Resources Manual with answer keys and scoring information for each pre- and post-test, a variety of student activities for each lesson, timeline information, and other teacher resources.
- Student Engagement Activities for each lesson: word sorts, cloze passages, a writing prompt, and two homework pages; templates for teacher-directed instruction, student activities, and other resources for differentiated activities. Available at RHAccelerate.com.

Grades 1–3 Little Books

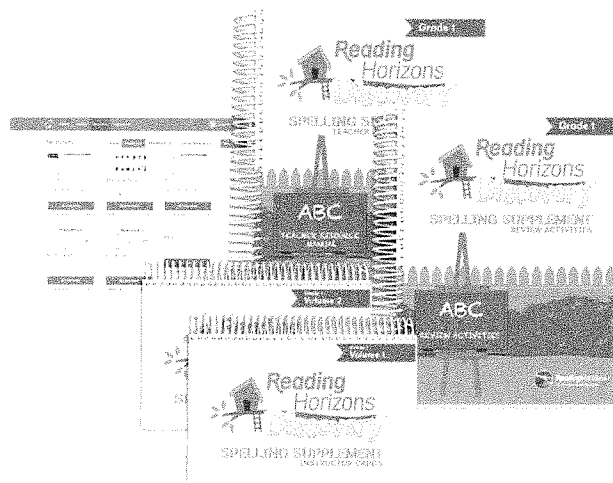
The *Reading Horizons Discovery*® Little Books for grades 1-3 include 54 full-color stories written with controlled vocabulary and decodable text. These stories reinforce the concepts learned throughout the *Reading Horizons Discovery*® reading system. This set covers Chapters 2-6 (there are no books for Chapter 1). Different package options are available to meet a variety of classroom needs.

Little Books Teacher Edition

The *Reading Horizons Discovery*® Little Books Teacher Edition serves as a reference for teachers to see stories displayed by lesson number and skill, Lexile Measure, and decodability percentage. An answer key to comprehension questions is also provided. The Little Books Teacher Edition covers the books for both Kindergarten and grades 1-3.

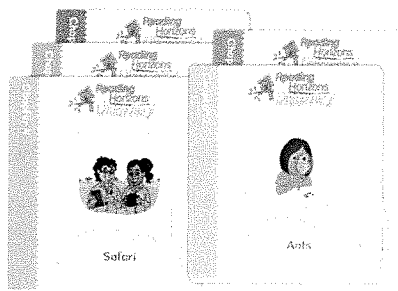
Direct Instruction

Foundational Reading Instruction for Grades 1-3



Grades 1–3 Spelling Supplement

C400-100 Grade 1 Spelling Supplement	\$249.00
C400-200 Grade 2 Spelling Supplement	\$249.00
C400-300 Grade 3 Spelling Supplement	\$249.00



Grades 1-3 Little Books Packages

C850-000 Little Books Full Set	\$159.00
C850-050 Little Books Bundle*	\$789.00
C800-055 Little Books Classroom Set**	\$3,899.00
C850-010 Little Books Teacher Edition	\$9.99

*The Little Books Bundle includes five full sets of the Grades 1-3 Little Books (54 books in one set) plus one Little Books Teacher Edition.

**The Little Books Classroom Set includes 25 full sets of the Little Books plus one Little Books Teacher Edition.



Direct Instruction

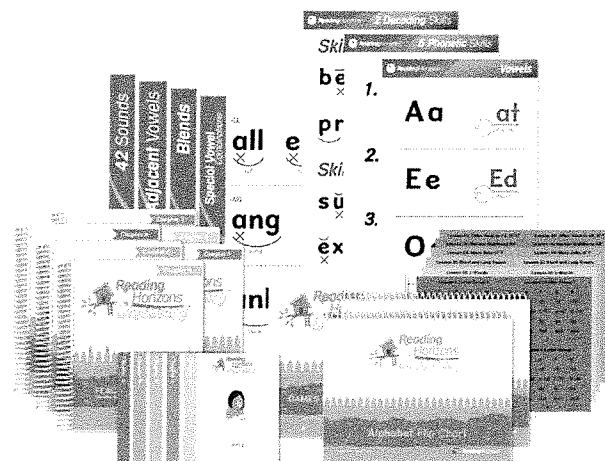
Reading Intervention for Grades 1-3

Special Education Teacher's Kit

The *Reading Horizons Discovery*® Teacher's Kit for Special Education includes all of the materials needed to prepare and implement research-based reading instruction in intervention settings. Each lesson is organized in a way that makes it easy for teachers to engage students in explicit, systematic, and multisensory reading instruction.

The Teacher's Kit includes:

- The Teacher's Manual (six volumes divided by chapter) includes lesson plans and an Enrichment CD, which contains blackline masters, teacher aids, and activities
- 756 large-print Transfer Cards are used for student practice and skill reinforcement
- Seven wall posters (42 Sounds of the Alphabet, Blends, Special Vowel Combinations, Adjacent Vowels, Five Phonetic Skills, and Two Decoding Skills) serve as a reference to sounds and skills learned
- The Games Supplement includes differentiated activities for each lesson
- Little Books (54 books in a set) provide students with full-color stories that reinforce the skills taught in the lessons; the number of Little Book sets is different depending on which package is purchased, the standard kit comes with one set
- Flip charts provide opportunities to practice alphabet and blend sounds
- Tote bag



Special Education Teacher's Kit Packages

	SPED Teacher's Kit	SPED Reader Bundle	Classroom Kit (Limited)	SPED Classroom Kit	Smart Pack*
Product ID	C580	C580-050	G1: C560-081 G2: C560-082 G3: C560-083	G1: C560-071 G2: C560-072 G3: C560-073	G1: C450-100 G2: C450-200 G3: C450-300
Teacher's Manual (six volumes)	X	X	X	X	
756 Transfer Cards	X	X	X	X	
Seven Wall Posters	X	X	X	X	
Games Supplement	X	X	X	X	
Flip Charts	X	X	X	X	
Little Books (single set of 54 books)	X	X	X	X	
5 Sets of Little Books		X		X	X
Little Books Teacher's Edition		X		X	X
Spelling Supplement (Grade 1, 2, or 3)			X	X	X
Tote Bag	X	X	X	X	
PRICE	\$699.00	\$1,450.00	\$949.00	\$1,699.00	\$999.00

*The Smart Pack is only available to customers who already have a Teacher's Kit and want to complete the kit with these useful resources.

G1 = Grade 1 | G2 = Grade 2 | G3 = Grade 3

Reading Horizons ELEVATE

The *Reading Horizons Elevate*® Software uses age-appropriate, data-driven instruction to help older students attack the holes in their foundational reading skills. The software activities help students build decoding, pronunciation, vocabulary, grammar, fluency, and comprehension skills.

Online Access

The online software requires a login for each student. Student accounts may be deleted at any time and replaced with new students. The online software can be accessed from any computer with an internet connection—allowing students to access the software from home.

Purchase Includes:

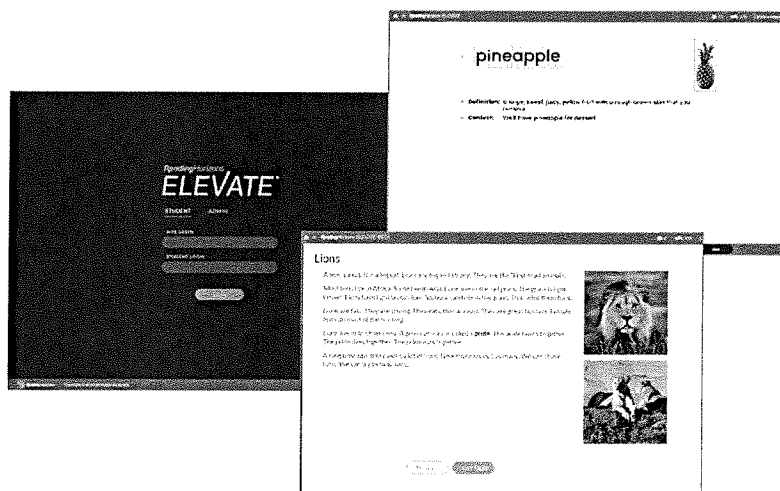
- Unlimited 800-line phone support
- Free updates and upgrades
- One unlimited administration level access
- User Manual
- Lesson Summary Manual
- Unlimited access to the free resources on *Reading Horizons Accelerate*®, a website for customers that includes implementation and training resources

Features:

- The Diagnostic Assessment sets the initial benchmark and prescribes a deeply targeted lesson track for each student
- Progress Monitoring Assessments gauge students' skill mastery and growth
- 75 competency-based, multisensory, interactive lessons teach decoding skills and basic grammar
- Chapter Tests ensure mastery and adapt instruction when additional review is needed
- 20 activity-based lessons teach Most Common Words
- Over 12,000 vocabulary terms help students master decoding skills and improve reading fluency and comprehension
- The Reading Library Assessment and 326 passages powered by the Lexile® Framework for Reading build comprehension and fluency
- The Pronunciation Proficiency Tool shows proper pronunciation with human mouth videos and animated cutaways
- The Administration System offers a wide range of reports, student options, and other account management tools

Online Software

Reading Intervention for Grades 4+



Reading Horizons Elevate® Software Online | H238

	Price*
Student entry (minimum of 20 entries)	\$110.00/year
Alternative Language Narrations* *	\$10.00/language/year
Unlimited Site License	\$9,995.00/site

*Prices are subject to change without notice.

* *Languages may be purchased for individual student entries.

Reading Horizons Elevate® Online System Requirements

Windows
1.5GHz or faster processor
2GB of RAM
Internet connection
Modern web browser

Mac OS
Mac OS X v10.8 or later
1.5GHz or faster processor
2GB of RAM
Internet connection
Modern web browser

iOS
iOS 9.2 or greater
iPad 2 or newer
Internet connection
Modern web browser

Chromebooks
1.5 GHz or faster processor
2GB of RAM

Reading Horizons ELEVATE®

The *Reading Horizons Elevate®* Software uses age-appropriate, data-driven instruction to help older students attack the holes in their foundational reading skills. The software activities help students build decoding, pronunciation, vocabulary, grammar, fluency, and comprehension skills.

Network Package

Network licenses are purchased for each client computer. The software may be loaded onto any number of computers, but student access is dictated by number of licenses purchased. The lesson material is loaded directly onto a network server, allowing students to run the software from any computer connected to the network. An unlimited number of students may be entered into the Administration System.

Stand-Alone Package

One license is needed for each computer that will be running the software. An unlimited number of individual students may use a single computer with one concurrent user per machine.

Purchase Includes:

- Unlimited 800-line phone support
- Automatic upgrades to the most current software version
- User Manual
- Lesson Summary Manual
- Unlimited access to free resources on Reading Horizons Accelerate™, a website for customers that includes implementation and training resources

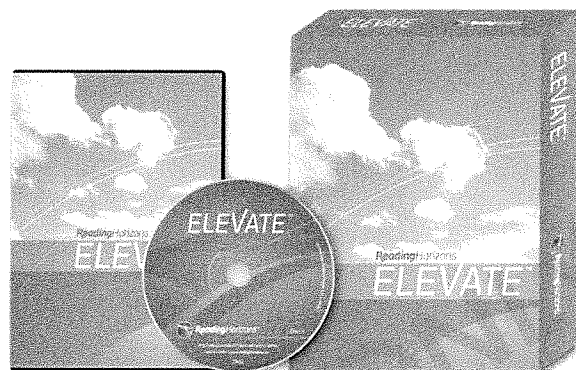
Features:

- Lessons and activities are identical to the online version, including 75 lessons, 20 Most Common Words lessons, 12,000 vocabulary terms, and the Library component containing 326 Lexile® leveled passages (see the reverse side for more details)
- Administration functions are identical, including reports, student options, and account management features

*Current orders will receive *Reading Horizons Elevate®* v7 until v8 is available for LAN.

Computer Software

Reading Intervention for Grades 4+



Reading Horizons Elevate® Software Network/Stand Alone | H228N/H228

	Price*
License	\$425.00/year
Alternative Language Narrations	\$49.00/language/license

*Prices are subject to change without notice.

Reading Horizons Elevate® Software System Requirements

Stand Alone

Windows Vista®, 7, 8, 8.1, 10,
Windows Server® 2003 R2, 2008,
2012 R2
Mac OS X v.10.6, v.10.7, v.10.8, v.10.9,
v.10.10, v.10.11
1.5GHz processor
1GB of RAM
8GB hard drive space
DVD drive

LAN Server

Windows 7 or later, Windows Server®
2008R2 SP1, or later
Mac OS X v10.8 or later
1.5GHz or faster processor
2GB of RAM
8GB hard drive space

Reading Horizons ELEVATE

Teacher's Kit

The *Reading Horizons Elevate*® Teacher's Kit includes all of the materials needed to prepare and deliver research-based direct instruction lessons to struggling readers and English Language Learners.

The Teacher's Kit includes:

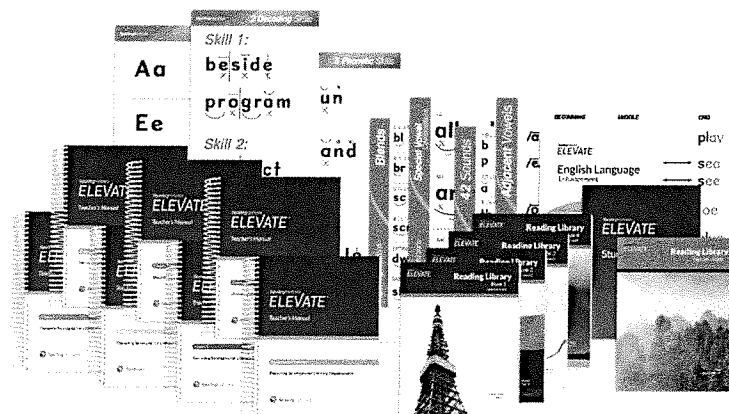
- Teacher's Manuals (six volumes) cover lesson plans and activities for older students, including clearly marked ELL language guidelines and aids; corresponding teacher aids and activities are available at RHAccelerate.com
- Supplementary Materials Manual includes the Teacher Supplement, ELL Supplement, Games Supplement, and additional resources
- 624 Transfer Cards for student practice and skill reinforcement
- Seven wall posters (42 Sounds of the Alphabet, Blends, Vowels, Special Vowel Combinations, Adjacent Vowels, Five Phonetic Skills, and Two Decoding Skills) for student reference
- Reading Library Books (full set includes four books) with hundreds of reading passages that help students transfer the skills they learn in the lessons to leveled text; the number of sets is different depending on which package is purchased
- The Reading Library Teacher's Edition contains the answers to each comprehension question and the assigned Lexile® measure for each passage
- One Student Book (consumable) with worksheets and activities that correlate directly with the software and teacher materials
- One English Language Enhancement (consumable) booklet offers additional activities for English Language Learners
- Tote bag

English Language Enhancement

This booklet provides additional activities for English Language Learners as they proceed through the Reading Horizons curriculum. It integrates vocabulary strategies, pronunciation practice, and a cultural reference section to expand the program's usefulness for English Language Learners. This item is consumable.

Direct Instruction

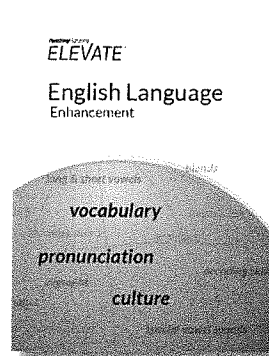
Reading Intervention for Grades 4+



Teacher's Kit Packages

C610-000 Teacher's Kit	\$499.00
C610-050 Classroom Kit*	\$875.00

*The Classroom Kit includes a full Teacher's Kit plus five sets of the Reading Library Books in addition to the set that comes with the Teacher's Kit.



English Language Enhancement

C610-505 English Language Enhancement	\$17.99 each
C610-507 English Language Enhancement (Set of 100)	\$1,699.00
C610-508 English Language Enhancement (Set of 500)	\$8,499.00

Student Book

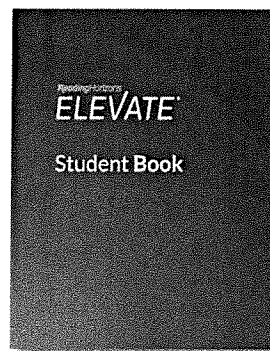
The *Reading Horizons Elevate*® Student Book was developed to provide reinforcement activities for students while in class or at home. The Student Book activities provide a simple review of the skills taught and allow students to practice marking words, reading passages that contain connected text, and then applying the skill to see it in context.

Reading Library Books

The Reading Library books contain the passages that are presented in the Reading Horizons software library. The passages are leveled from 1st-12th grade and include graphics and comprehension questions. Book 1 includes passages that range from first to fourth grade, Book 2 fifth to sixth, Book 3 seventh to eighth, and Book 4 ninth to twelfth. The Teacher's Edition contains the answers to each comprehension question and Lexile® scores for each passage.

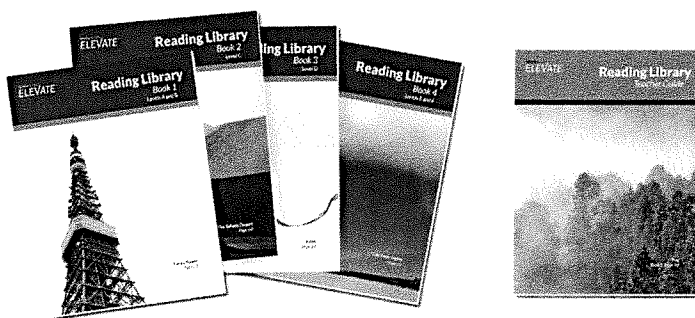
Direct Instruction

Reading Intervention for Grades 4+



Student Book

C610-515 Student Book	\$19.99 each
C610-517 Student Book (Set of 100)	\$1,899.00
C610-518 Student Book (Set of 500)	\$9,499.00



Reading Library Packages

C610-601 Book 1 (Reading Grade Levels 1-4)	\$19.99 each
C610-602 Book 2 (Reading Grade Levels 5-6)	\$19.99 each
C610-603 Book 3 (Reading Grade Levels 7-8)	\$19.99 each
C610-604 Book 4 (Reading Grade Levels 9-12)	\$19.99 each
C610-610 Teacher's Edition	\$14.99 each
C610-600 Reading Library Complete Set*	\$89.95
C610-650 Reading Library Classroom Set**	\$399
C610-655 Reading Library 25 Complete Sets + Teacher's Edition	\$1,995

*The Complete Set includes Books 1-4 and a Teacher's Edition.

**The Classroom Set includes five sets of Books 1-4 and one Teacher's Edition.

Partner Packages

Strategies for Teaching Reading to Beginning & Struggling Readers

Partner Program (K-12)

\$20,000 first year; \$10,000 annual renewal fee

With this program, schools receive unlimited access to one of Reading Horizons software products, *Reading Horizons Discovery*® for grades K-3 or *Reading Horizons Elevate*® for grades 4+. (Access to both software products is available for an additional \$5,000 each year.) Schools also receive \$10,000 worth of direct instruction materials. Partner schools receive upgrades and updates automatically and will also be able to access new products as they are released.

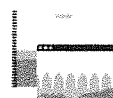
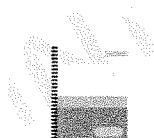
Partner Program—Implementation Focused (K-12)

Reading Horizons Discovery®: \$34,000 first year; \$19,000 annual renewal fee

Reading Horizons Elevate®: \$29,000 first year; \$15,000 annual renewal fee

The Reading Horizons Partner Program (Implementation Focused) has been designed to ensure reading success for partner schools. Schools receive two days of initial on-site training and two additional on-site coaching days to be used during the school year, a \$10,000 value. In addition, staff members have unlimited access to an implementation expert throughout the school year and to monthly online question and answer sessions, a \$4,000 value. The renewal fee includes two days of on-site staff development annually with ongoing support and monthly online support sessions. Schools also receive unlimited access to one of Reading Horizons software products, and \$10,000 worth of direct instruction materials. Partner schools receive upgrades and updates automatically.

Implementation Options



	Direct Instruction	Software	Software + Direct Instruction	Partner Program	Implementation Partner
Implementation Coach					X
Unlimited Software Access				X	X
Software Access		X	X		
Direct Instruction Materials	X		X	X	X
Professional Development	X	X	X	X	X
Unlimited Customer Support	X	X	X	X	X
Implementation Website	X	X	X	X	X

Teacher Training

Strategies for Teaching Reading to Beginning & Struggling Readers

Reading Horizons Professional Development Package | H480 RHD/RHE

*\$5,000 (Up to 25 attendees/
unlimited licenses)*

The H480 package is the standard professional development option for implementing Reading Horizons. This package includes one day of hands-on, in-person instruction in either the *Reading Horizons Discovery*[®] or *Reading Horizons Elevate*[®] course. Attendees will be familiarized with the history of the method, instructed in the basic framework of the program, and participate in games and activities to become familiar with what the students experience. The single day of training is paired with unlimited annual site access to the Reading Horizons Online Professional Development Course. The course includes six in-depth, virtual training modules corresponding to the six chapters in the Reading Horizons program. The modules are accessible year-round on *Reading Horizons Accelerate*[®].

Reading Horizons Online Professional Development Course | H480

*\$100/person/year or \$2,500/
unlimited site access/year*

The Reading Horizons Online Professional Development Course consists of six virtual training modules corresponding with the six chapters of the Reading Horizons program plus one introduction module. The six core content modules begin with a pre-test to determine depth of instruction, explicit instruction and practice in the content, practice and application, classroom observation videos, and a posttest to assess understanding. The modules are completed sequentially for instruction but can be reviewed in any order after completion of each module. A certificate of completion is provided when the modules are complete. Licenses are renewed annually.

Two-Day Reading Horizons Workshop (Elementary or Secondary) | H410 RHD/RHE

\$3,500/Day (up to 25 attendees)

The H410 is two days of hands-on instruction in the *Reading Horizons Discovery*[®] or *Reading Horizons Elevate*[®] course. Attendees will be familiarized with the history of the method; instructed in the basic framework of the program, from the alphabet all the way through syllabication; and will participate in games and activities to become familiar with what the students experience. The workshop is hands-on and engaging. Teachers are empowered with the proven strategies to help their students improve reading. Attendees are prepared to implement the program and are familiarized with different options for presenting the program to their students.

Reading Horizons Coaching (K-12) | H475

*\$3,500.00/day (1-5 days), plus
Certified Instructor expenses*

This coaching provides on-site observation and training conducted by a Certified Workshop Instructor for the reading coach/facilitator and teachers who have adopted the Reading Horizons method. Coaching ensures proper implementation of the program, especially during the first year of instruction. The coaching time can be tailored to the institution's needs.

Reading Horizons Accelerate[®] Implementation Website

Free for customers

The *Reading Horizons Accelerate*[®] website (RHAccelerate.com) is a free customer resource dedicated to helping you implement this system in your school. Accelerate provides teaching tips, product demonstrations, instructional aids, and customer support. When purchased, the Reading Horizons Online Professional Development Course is accessed through the Accelerate website.



ReadingHorizons

The Foundation for Reading English

60 North Currier Drive #101
North Salt Lake, UT 84054

☎ 800.333.0054
☎ 801.295.7088

www.ReadingHorizons.com

READING HORIZONS PRICING ATTACHMENT

Henrico County Public Schools

Quantity discounts to apply to original pricing documentation.

- When software exceeds 50 students per school a 25% discount will be applied each year.
- When Reading Horizons Kit orders exceed 6 per school a 10% discount will be applied.

Sincerely,

Tyson J. Smith
President
Reading Horizons
1194 Flint Meadows Drive
Kaysville, UT 84037
1-800-333-0054

Reading Horizons

Q&A Tuesday March 30th

- **Does your program integrate with Clever?**
Yes we do, and will help you through this process.
- **Will the program take them back to the first chapter if needed?**
Yes, the program will take them back to chapter 1 lesson one no matter their grade level should the initial assessments show that they need it.
- **Do the teachers have to input data into the software?**
Outside of entering initial student information (name and username) they will not have to enter any student data.
- **Are the diagnostic assessments exclusive to the software?**
The initial assessments are exclusive to the software, but there are a number of paper/pencil assessments that teachers have access to, including check-ups, and chapter tests.
- **Do customers use this in Tier 1?**
Yes they do use it as a Tier 1 Core or Core Supplement, for grades K-3.

EXHIBIT F

**Response to Henrico County Public Schools
Request for Proposal for
RTI Reading (K-12) Curriculum for
Tier II and Tier III**



Due: March 5, 2021, 2:30 PM EST

Submitted by:



Trisha Thomas, Chief Revenue Officer

831.747.7608

Trisha.Thomas@readinghorizons.com

<https://www.readinghorizons.com/>

Table of Contents

Tab 1 – Introduction and Signed Forms.....	2
Tab 2 – Statement of the Scope	4
Tab 3 - Offeror Qualifications, Experience, Resumes and Financial Capacity.	5
Tab 4 – Service Approach and Implementation	12
Tab 5 – Technical Administration, User Interface, Security Integration and Devices	32
Tab 6 – Reporting and Monitoring	34
Tab 7 – Training and Professional Development	37
Tab 8 – Pricing.....	43
Tab 9 – References	44
Tab 10 – Exceptions.....	48
Tab 11 – Assumptions	48
Tab 12 – Appendices	48

Tab 1 – Introduction and Signed Forms

a. Cover Letter

March 5, 2021

Dear Evaluation Team,

Reading Horizons is pleased to present this proposal to Henrico County Public Schools (HCPS) to deliver a program designed to support RTI Reading. After careful consideration of the solicitation document in its entirety, Reading Horizons proposes to satisfy all requirements in accordance with said documents.

Developing a comprehensive literacy program that meets the needs of all students is one of the most critical responsibilities faced by school districts. For 35 years, Reading Horizons has been a reading solution for more than 10,000 schools and districts across the country. The Reading Horizons method gives educators the research-based tools to ensure that all students have the skills to read proficiently and the proven interventions to close the achievement gap.

We look forward to working with HCPS to provide the requested services within the time period, delivered by a team of committed professionals with extensive experience. We are confident that we can meet the challenges of implementing effective reading instruction and professional development across the district and stand ready to partner with you in delivering an effective solution to your teachers and administrators.

For consideration of this proposal, I hereby affirm that (1) I am a duly authorized official of HEC Software (dba as Reading Horizons), (2) that the offer is being submitted on behalf of Reading Horizons in accordance with any terms and conditions set forth in this document, and (3) that Reading Horizons will accept any awards made to it as a result of the offer submitted herein for a minimum of one-hundred twenty (120) days following the date of submission.

Thank you for your consideration.

Sincerely,

Trisha Thomas

Trisha Thomas
Chief Revenue Officer

- b. Proposal Signature Sheet – Attachment A
- c. Business Classification Form – Attachment B
- d. Virginia State Corporation Commission Registration Information – Attachment C
- e. Proprietary/Confidential Information – Attachment D
- f. Direct Contact with Student Form - Attachment F

ATTACHMENT A
PROPOSAL SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all requirements specified in this Request for Proposal ("RFP") **No.21-2114-2EMF RTI Reading (K-12) Curriculum for Tier II and Tier III.**

My signature also certifies that by submitting a proposal in response to this RFP, the Offeror represents that in the preparation and submission of this proposal, the Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person or business entity, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraining of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

I hereby certify that I am authorized to sign as a legal representative for the business entity submitting this proposal.

LEGAL NAME OF OFFEROR (DO <u>NOT</u> USE TRADE NAME):
HEC Software Inc.
ADDRESS:
1194 Flint Meadow Dr.
Kaysville, UT 84037
FEDERAL ID NO: 86-0495240
SIGNATURE: <i>Trisha Thomas</i>
NAME OF PERSON SIGNING (PRINT): Trisha Thomas
TITLE: Chief Revenue Officer
TELEPHONE: 831-747-7608
FAX: <i>801-295-7088</i>
EMAIL ADDRESS: procurement@readinghorizons.com
DATE: 03/01/2021

ATTACHMENT B
BUSINESS CATEGORY CLASSIFICATION FORM

Company Legal Name: HEC Software Inc.

This form completed by: Signature: Joshua Thomas Title: Chief Revenue Officer

Date: 03/01/2021

PLEASE SPECIFY YOUR **BUSINESS CATEGORY** BY CHECKING THE APPROPRIATE BOX(ES) BELOW.

(Check all that apply.)

- ☐ SMALL BUSINESS
- ☐ WOMEN-OWNED BUSINESS
- ☐ MINORITY-OWNED BUSINESS
- ☐ SERVICE-DISABLED VETERAN
- ☐ EMPLOYMENT SERVICES ORGANIZATION
- ☒ NON-SWaM (Not Small, Women-owned or Minority-owned)

SUPPLIER REGISTRATION – The County of Henrico encourages all suppliers interested in doing business with the County to register with eVA, the Commonwealth of Virginia's electronic procurement portal, <http://eva.virginia.gov>.

eVA Registered? ☒ Yes ☐ No

If certified by the Virginia Minority Business Enterprises (DMBE), provide DMBE certification number and expiration date.
_____ NUMBER _____ DATE

DEFINITIONS

For the purpose of determining the appropriate business category, the following definitions apply:

"Small business" means a business, independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or annual gross receipts of \$10 million or less averaged over the previous three years. One or more of the individual owners shall control both the management and daily business operations of the small business.

"Women-owned business" means a business that is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women.

"Minority-owned business" means a business that is at least 51 percent owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals.

"Minority individual" means an individual who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following definitions:

1. "African American" means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.
2. "Asian American" means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Mariana Islands, the Philippines, a U.S. territory of the Pacific, India, Pakistan, Bangladesh, or Sri Lanka and who is regarded as such by the community of which this person claims to be a part.
3. "Hispanic American" means a person having origins in any of the Spanish-speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.
4. "Native American" means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.

"Service disabled veteran business" means a business that is at least 51 percent owned by one or more service disabled veterans or, in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more individuals who are service disabled veterans and both the management and daily business operations are controlled by one or more individuals who are service disabled veterans.

"Service disabled veteran" means a veteran who (i) served on active duty in the United States military ground, naval, or air service, (ii) was discharged or released under conditions other than dishonorable, and (iii) has a service-connected disability rating fixed by the United States Department of Veterans Affairs.

"Employment services organization" means an organization that provides community-based employment services to individuals with disabilities that is an approved Commission on Accreditation of Rehabilitation Facilities (CARF) accredited vendor of the Department of Aging and Rehabilitative Services.

ATTACHMENT C
Virginia State Corporation Commission (SCC)
Registration Information

The Offeror:

☐ is a corporation or other business entity with the following SCC identification number:
_____ **-OR-**

☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from Bidder's out-of-state location) **-OR-**

☐ is an out-of-state business entity that is including with this bid/proposal an opinion of legal counsel which accurately and completely discloses the undersigned Bidder's current contracts with Virginia and describes why those contracts do not constitute the transaction of business in Virginia within the meaning of §13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

Please check the following box if you have not checked any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids: ☒

ATTACHMENT D
PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION

NAME OF OFFEROR: HEC Software Inc. (d/b/a Reading Horizons)

Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of Va. Code § 2.2-4342(F) in writing, either before or at the time the data or other materials are submitted. The Offeror must specifically identify the data or materials to be protected including the section(s) of the proposal in which it is contained and the pages numbers, and state the reasons why protection is necessary. A summary of trade secrets and proprietary information submitted shall be submitted on this form. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. Va. Code § 2.2-4342(F) prohibits an Offeror from classifying an entire proposal, any portion of a proposal that does not contain trade secrets or proprietary information, line item prices, or total proposal prices as proprietary or trade secrets. If, after being given reasonable time, the Offeror refuses to withdraw such classification(s), the proposal will be rejected.

SECTION/TITLE	PAGE NUMBER(S)	REASON(S) FOR WITHHOLDING FROM DISCLOSURE
N/A		

ATTACHMENT F
Direct Contact with Students Form

Name of Offeror: HEC Software Inc. (d/b/a Reading Horizons)

Pursuant to Va. Code § [22.1-296.1](#), as a condition of awarding a contract for the provision of services that require the contractor, his employees or subcontractors to have **direct contact with students** on school property during regular school hours or during school-sponsored activities, the school board shall require the contractor to provide certification that all persons who will provide such services have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

Any person making a materially false statement regarding any such offense shall be guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services.

As part of this submission, I certify that the employees of, or subcontractors to, the above mentioned contractor that will be providing services that require direct contact with students to the School Board under the resulting contract will have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. Furthermore, I understand that the duty to certify is ongoing and extends to future employees and employees of subcontractors for the duration of the contract.

Trisha Thomas

Signature of Authorized Representative

Trisha Thomas

Printed Name of Authorized Representative

Printed Name of Offeror

(if different than Representative)

Tab 2 – Statement of the Scope

Reading Horizons understands that HCPS is seeking a proposed solution that shall cover remediation and intervention for all areas of reading. For 35 years, Reading Horizons has delivered quality research-based direct instruction and software materials to increase foundational reading skills for students in Grades K-12. Reading Horizons programs deliver high-quality content, multisensory practice, and transfer and application activities through direct instruction, delivered by an educator in a classroom or intervention setting.

Evidence is strong that the majority of students better learn to read with structured teaching of basic language skills and that the components and methods of Structured Literacy are critical for students with reading disabilities, including dyslexia. Reading Horizons® employs a structured approach to provide systematic, explicit instruction that integrates listening, speaking, reading, and writing. The emphasis of instruction is on phoneme awareness, sound-symbol correspondences, patterns and conventions of print, and the morphological, syntactical, and semantical aspects of language.

Reading Horizons Discovery® is an explicit, systematic reading program employing a multi-sensory approach for teaching basic reading skills. Based on Orton-Gillingham principles of instruction, *Reading Horizons Discovery®* is engaging and flexible in its presentation. The program can be used in the mainstream classroom for whole-group direct instruction and software, as a remediation program for small-group instruction including tiered instruction, in peer modeling, and with ELL students. This allows the program to cater to different learning styles as well as varied modalities for student practice. The method also includes activity ideas and games advantageous to learners, as they have many opportunities to practice the skills learned.

Reading Horizons acknowledges that we understand and meet the requirements of Section II: Scope of Services, and Section III: Technical Specifications.

The information provided about *Reading Horizons®* will highlight the depth and strength of the program, the ease of its use for teachers, and the research that backs its efficacy. We look forward to partnering with HCPS.

Tab 3 - Offeror Qualifications, Experience, Resumes and Financial Capacity.

a. Years in business

For 35 years, Reading Horizons has delivered quality research-based direct instruction and software materials to increase foundational reading skills for students in Grades K-12. Reading Horizons programs deliver high-quality content, multisensory practice, and transfer and application activities through direct instruction, delivered by an educator in a classroom or intervention setting.

Reading Horizons main offices are located in a 22,000-square-foot building in Kaysville, Utah. Administrative, software, IT, and Curriculum teams and equipment are centrally located to increase communication and the ability to respond rapidly. Full printing capabilities and warehouse facilities allow for the most cost-effective and timely production and shipping of materials and resources. The shipping department plays an important role in getting the training resources and instructional materials to the right locations at every stage of project management.

The Reading Horizons program has been implemented in over 10,000 schools in all 50 states with thousands of K-12 students, and internationally in Canada, Mexico, Central America, South America, Australia, New Zealand, South Africa, Middle East, China, Korea, Thailand, and Japan. In the last three years, approximately 1,500 districts, serving between 7,000 and 9,000 schools, have purchased and implemented Reading Horizons.

b. Experience with projects of this magnitude

We highlight the following implementations as examples of our experience with projects of this magnitude.

Rockford Public Schools

Year one implementation at Rockford Public Schools began with nine schools piloting the program. All teachers piloting Reading Horizons received initial training in both direct instruction and software, as well as two coaching days (one in winter one in spring), monthly web trainings, and weekly emails from a Reading Horizons Implementation Coach (RHIC). During the pilot, there were also four control schools that did not receive Reading Horizons instruction, students in the pilot program showered a greater percentage of growth on common reading assessments between both sites.

The following year, 23 elementary schools started implementing Reading Horizons fully in K-2, with some schools implementing at the 3rd-grade level. To kick-off the year, all K-3 classroom teachers, administrators, coaches, ESL specialists, and resource teachers received an initial 2-day training. Training groups were divided by grade level

or specialty area. Buildings were assigned a dedicated Reading Horizons Implementation Coach who led monthly trainings, conducted two rounds of in-person coaching (one in the fall and one in spring), and held virtual coaching when requested. The RHIC and Customer Success Manager (CSM) were available for ongoing communication via email and data dives. RHICs, teachers, and coaches collaborated to host family nights for parents and caregivers. All principals took part in an administrator-specific training. Congruently, all RPS coaches serving grades K-3 started their certification process to become Reading Horizons certified.

Year two saw new teachers receiving initial training and continued support through web trainings and coaching provided by RHIC. By the end of year two, the majority of the RPS coaches became certified and were able to lead initial training for new teachers. In year three, certified coaches lead coaching for their school. An RHIC led coaching for buildings with uncertified coaches. In year four, certified coaches teamed with non-certified coaches to lead building coaching cycles. The RHIC now works solely with new hires.

Additionally, through the process, RHICs worked closely with district-level administrators. The Dean of Elementary Literacy and other key stakeholders collaborated closely with the RHICs to align district goals to Reading Horizons, build capacity among staff, change cultural norms around the reading instruction and the Science of Reading, and build internal structures to support the implementation of Reading Horizons to better serve students.

Los Angeles United School District (LAUSD)

Reading Horizons has been working closely with LAUSD his year for their first year of implementation across the district with their English Learner population. They participate in the Implementation Partnership program with Reading Horizons, which is the highest level of implementation support Reading Horizons offers. The LAUSD Reading Horizons team is serving 2,500 teachers across 1,293 schools in the district. As part of the partnership, Reading Horizons provides continued training and coaching for teachers in the district to provide support and answer questions that teachers and coaches may have.

c. Evidence of financial stability;

As a private company, Reading Horizons does not publicly disclose its financial statements. Reading Horizons is cash-flow positive and has the financial resources to support the proposed implementation for HCPS. If required, we can provide bank references and additional financial information to specific individuals.

Contact for Financial Information

Name: Trisha Thomas

Chief Revenue Officer

Phone number: 831 747 7608

d. Experience with development of digital content aligned with Virginia SOLs;

Reading Horizons' digital content is strategically aligned to the ELA standards in multiple states, including the Arkansas, Texas, and the Common Core State Standards. A custom correlation to the Virginia SOLs is in progress.

e. Experience in K-12;

Reading Horizons has more than three decades of experience providing foundational reading skills instruction and intervention with thousands of students. One of the leaders in reading software, Reading Horizons Discovery (K-3) is currently in version 7 and Reading Horizons Elevate (4-12) is currently in version 8. Reading Horizons programs are used extensively throughout the U.S. as Tier I instruction in K-3, and as intervention in Tier 11, Tier 111, and Special Education for K-12.

The instructional method developed by Reading Horizons meets the recommendations for reading established by the National Reading Panel (2000), and for Structured Literacy, the most effective reading approach for all readers, including those with dyslexia. Because the essential components, including Orton-Gillingham principles of instruction, are already included, Reading Horizons programs address the skills areas required for effective instruction and intervention with Missouri students in Grades K-8.

Reading Horizons products have received several reviews and endorsements from independent experts. These reviews, summarized below, can be found at

www.readinghorizons.com/research?tagIds=55 .

f. Evidence of research demonstrating the validity of the techniques, materials and interventions presented to include a review from an impartial research-based agency, such as the Florida Center for Reading Research or the Oregon Reading First Review Panel;

Reading Horizons methodology is based upon the Orton-Gillingham principles and is aligned to the Science of Reading (and is grounded in a Structured Literacy Framework. Materials and Professional Development Training are inclusive of the instructional principles (explicit, cumulative, systematic and sequential) and curriculum components (phonology, phonics, syllable types, morphology, syntax and semantics). Current research is cited throughout the materials and professional development training.

Reading Horizons currently qualifies under Tier 3 ESSA documentation, as found here: <https://www.readinghorizons.com/reading-method/reading-research/essa-documentation>

Upcoming Research Projects

Reading Horizons continues to be committed to producing scientific research regarding the efficacy of our product as well as in the development process and has partnered with Elite Research, beginning in 2019 to support their research management, publication trajectory, and Tier 1 ESSA designation of “strong evidence of effectiveness.”

Our current research plan includes:

1. Conducting a randomized control trial (RCT) or, within the educational context, a cluster randomized trial (CRT) with the intent of achieving a Tier 1 ESSA designation of “strong evidence of effectiveness.” Through the use of RCT/CRT data, Reading Horizons will be able to make recommendations for evidenced-based implementation that aims to improve outcomes for K-12 students within their programs.
2. Increased programmatic research abilities to advance the proposal application qualifications for their curriculum-based program provided to students K-12 by coordinating their client to conduct research and provide data to Reading Horizons for publication and research purposes.

Assessment Data of Reading Horizons’ Impact

Reading Horizons products have received several reviews from independent experts. The Florida Center for Reading Research (FCRR) conducted a review of Reading Horizons in 2005 and revised the report in 2007. The report stated that the program included elements FCRR considered to be helpful for struggling readers. They noted the following about the program: (a) instruction is explicit, systematic, and builds cumulatively, progressing from simpler skills to more complex; (b) through the use of simple diacritical markings, students learn to decode one-syllable and multisyllabic words by analyzing the internal structure of the word; (c) program instruction is interactive and incorporates multi-sensory approach; and (d) includes speech-to-print process (i.e., listening, seeing, speaking, and writing).

The section related to weaknesses of the program states, “None were noted.” The Reading Horizons program is endorsed by the Council of Administrators of Special Education (CASE). The Council awarded 19 of 21 points for an overall score of 90% across seven investigated areas. Scores indicating “ample evidence” were given for marketability, feasibility, research base, and field tests. A score indicating “clear evidence” was given for product research. Two areas received scores between “ample evidence” and “clear evidence” (i.e., satisfaction and reputation, enhancing professional practice advocated by CASE).

A comprehensive curriculum review was conducted of the Reading Horizons Elevate program by the Meadows Center for Preventing Educational Risk at The University of Texas at Austin. Copies of all reviews and endorsements are available on the Reading Horizons website at <https://www.readinghorizons.com/reading-method/reading-research/>

g. Number of current customers;

Reading Horizons currently has a customer base of 1, 052, consisting of districts, schools and individual teachers.

h. & i. Number of proposed staff and resumes

Reading Horizons strives to deliver high-quality services to programs, schools, and districts. We invest in hiring qualified personnel with specialized skills that contribute to the development, implementation, and maintenance of our products, training and professional development offerings. All implementation coaches have to pass our rigorous coaches training, which is shown below.

IMPLEMENTATION COACHING FRAMEWORK

PROPOSED TIME FRAME	STEPS TO IMPLEMENTATION	DETAILS
late spring	Implementation Vision	Administration and Implementation Coach collaborate Reading Horizons implementation vision clearly defined
early summer	Coordinate Training	Point person(s), locations, dates, and details Best Practices for Successful Implementation: <ul style="list-style-type: none"> • Training as close to the beginning of school year as possible • Trained by Implementation Coach to build strong relationships • Grade-level specific training, if possible • Classroom space and technology available for training
early summer	Technology Planning	Resources identified (iPads, computer labs, computer carts, etc.) Technology implementation staff identified
mid summer	Software Setup	Students and teachers imported into Reading Horizons software Installation completed (iPads apps, browser shortcuts)
approximately 2 weeks before school starts	2 Day Onsite Training Workshops (Year 1 only) 25 participants maximum	One day direct instruction training <ul style="list-style-type: none"> • Systematic and explicit, Orton-Gillingham-based instruction • Instruction in classroom materials One day software training <ul style="list-style-type: none"> • Student/admin Reading Horizons software • Reading Horizons Accelerate lesson planning tool • Virtual coaching tools
between Training and Fall Coaching	Virtual Coaching	Coaching and support for teachers and specialists <ul style="list-style-type: none"> • Online discussion forum, phone, email, video conferencing • Weekly email and monthly web-training • Available for PLCs and data meetings
approximately one month after school starts	Fall Coaching (One day onsite, per school) Instructional Leader Training	Onsite classroom observation & feedback <ul style="list-style-type: none"> • Reading Horizons lessons observed • Individualized coaching and support given for direct instruction, student engagement, software data, and student transfer Training for Instructional Leaders (Principals, APs, Coaches, etc.) on data and look-fors specific to their role.
between Fall and Spring Coaching	Virtual Coaching	Virtual classroom observations & feedback Coaching and support for teachers and specialists continues
approximately one month after winter break	Spring Coaching (One day onsite, per school)	Onsite classroom observation & feedback <ul style="list-style-type: none"> • Reading Horizons lessons observed • Individualized coaching and support given for direct instruction, student engagement, software data, and student transfer
between Spring Coaching and the end of the school year	Virtual Coaching	Virtual classroom observations & feedback Coaching and support for teachers and specialists continues Reflections on yearly goals Planning for the coming year

Because staffing for any contract is not confirmed until an award has been made, Reading Horizons is unable to identify every staff member assigned to implement the project. However, the program will be led collaboratively with highly qualified personnel from Reading Horizons. The resumes provided below highlight the academic and professional experience of our staff who may be assigned to HCPS.

Shantell Berrett
Training Director/Dyslexia Specialist
shantell@readinghorizons.com

EDUCATION

- 2017 **Mount St. Joseph University** **Cincinnati, Ohio**
Masters in Reading Science with Dyslexia Certificate
- 1996 **Brigham Young University** **Provo, Utah**
Bachelor of Arts - English

EXPERIENCE

- May 2010-Current Reading Horizons Kaysville, Utah**
Training Director/Dyslexia Specialist
- Directs all professional development for teachers
 - Manages all presenters and trainers through the certification process
 - Manages training schedules and presentations for new and existing clients
 - Content creator for the professional development department of *Reading Horizons*.

- June 2008-Current Reading Horizons Kaysville, Utah**
Trainer
- Trainer for Reading Horizons, traveling nationwide on average two to three times per month
 - Trained over 1000 teachers in the last four years

- June 2008 - January 2010 Reading Horizons North Salt Lake, Utah**
Home Use Sales
- Managed the home-use sales for *Reading Horizons*
 - Responsible for implementation and growth of the business affiliate program

- August 1996 - October 1997 Provo Canyon School Provo, Utah**
English Teacher
- Teacher of English and writing on both the boy's and girl's campus of a lockdown facility for troubled youth.

Stacy Hurst
Curriculum Director/Trainer
stacy@readinghorizons.com

EDUCATION AND CERTIFICATIONS

Current	Southern Utah University - Master of Education Elementary Education and Reading	Cedar City, UT
2017	Institute for Multi-sensory Education (IMSE) Comprehensive Orton-Gillingham Certification	Park City, UT
2001	Southern Utah University Bachelors of Science in Elem Education and Sociology Level III State of Utah Teaching License Levels I and II Reading Endorsements English as a Second Language Endorsement	Cedar City, UT

EXPERIENCE

June 2017-Present Reading Horizons **Kaysville, UT**
Curriculum Director/Trainer

- Author and manager of curriculum development for *Reading Horizons Discovery®* and *Reading Horizons Elevate®* software and direct instruction materials
- Responsible for creating, developing, reviewing, and editing curriculum
- Manage and oversee research projects in domestic and international settings and serve as the chairperson of the Research Committee
- Assist in the recruitment and training of Reading Horizons trainers and implementation coaches and travel to various locations to provide teacher training on software and direct instruction materials
- Present at professional conferences
- Supervise Curriculum Team and Trainers

August 2012-June 2017 Reading Horizons **Kaysville, UT**
Reading and Curriculum Specialist/Trainer

- Develop valid, reliable, and effective curriculum and materials
- Provide training for educators around the country
- Collaborate in the development and design of software programs
- Provide presentations and answer questions for educators and administrators
- Provide training and support for curriculum team and Implementation Coaches

August 2004-August 2012 Iron County School District Cedar City, UT

Reading Specialist/Literacy Coach

- Provided coaching for teachers along with many other duties regarding literacy at all levels
- Member of the RTI team, collaborated with ELL and Special Education staff

August 2001-August 2004 South Elementary School

Cedar City, UT

Teacher

- First Grade teacher

Brittiney Gardner
Implementation Coach
brittiney.gardner@readinghorizons.com

EDUCATION AND CERTIFICATIONS

2016	Utah Valley University - Master of Education Master of Education in Curriculum and Instruction Summa Cum Laude	Orem, UT
2012	Utah Valley University Bachelors of Science in Elementary Education Magna Cum Laude Level II State of Utah Teaching License	Orem, UT
2009	Utah Valley University Bachelors of Fine Arts: Dance Cum Laude Award of Merit	Orem, UT

EXPERIENCE

May 2020-Present	Reading Horizons <i>Implementation Coach and Trainer</i> <ul style="list-style-type: none">• Provide training for educators around the country• Provide training for administrators of implementation sites• Provide implementation support to educators and administrators around the country	Kaysville, UT
August 2017-May 2020	Reading Horizons <i>Trainer</i> <ul style="list-style-type: none">• Provide training for educators around the country• Provide presentations and answer questions for educators and administrators	Kaysville, UT
August 2015-August 2018	American Leadership Academy <i>Teacher</i> <ul style="list-style-type: none">• 2nd Grade teacher• 3rd Grade teacher	Spanish Fork, UT

August 2011-August 2015
Teacher

Ridgeline Elementary School

Highland, UT

- 2nd Grade teacher

Tab 4 – Service Approach and Implementation

Description of the Reading Horizons Program

At Reading Horizons, we believe that all individuals should have access to effective, research-based reading instruction to ensure a solid foundation for reading success. We strive to increase the potential of teachers to provide this instruction, thereby increasing the potential of their students.

Reading Horizons Discovery® Direct Instruction Classroom Kit

Reading Horizons Discovery® is designed to be used with students in grades K-3 to lay a foundation for reading. *Reading Horizons Discovery®* refers to the entire suite of products in the foundational reading program aligned to the research. This includes a set of physical materials to aid in explicit foundational literacy instruction. Materials included in a kit are as follows:

Kindergarten Kit

- Teacher Manuals: 2 volumes of fully scripted lessons color coded by chapter
 - Chapter 1- Alphabet Instruction and Spelling with C and K
 - Chapter 2- Blends, digraphs, and Special Vowel Combinations, Short and Long vowels
- Posters to be used as anchor charts for the marking system
 - Letter Formation
 - Vowel Keys
 - Blends
- Little Books- decodable text to apply skills for individual or small group 22 titles with a set of 5 of each title
- Student Transfer Cards
-

1st-3rd Grade Kit: The 1st through 3rd grade kit is designed to provide vertical alignment across grades. Teachers in each grade will work at a pace that is appropriate for their students as this is a mastery based instruction. In subsequent grades the initial chapters will become a review and teachers can move through those chapters more quickly, while also assessing and not assuming students have those foundational skills. This ensures students' gaps are not missed.

- Teacher Manuals- 6 volumes of fully scripted lessons color coded by chapter
 - Chapter 1- Alphabet Instruction and Spelling with C and K
 - Chapter 2- Blends, Digraphs, and Special Vowel Combinations
 - Chapter 3- Single Syllable words proving why the working vowel sound is either long or short and inflectional suffixes

- Chapter 4- Multisyllabic Words proving where to split syllables using the 5 Phonetic Skills from Chapter 3 and the Many Jobs of Y
- Chapter 5- Murmur Diphthongs, Special Vowel Sounds
- Chapter 6- Exceptions, Other vowel sounds, reversed vowels
- Posters to be used as anchor charts for the marking system
 - 42 Sounds
 - Blends
 - Special Vowel Combinations
 - Vowel Keys
 - 5 Phonetic Skills
 - 2 Decoding Skills.
- Games Supplement- Transfer activities
- Little Books- decodable text to apply skills for individual or small group 54 titles with a set of 5 of each title with half fiction and half nonfiction
- Student Transfer Cards
- Note: SPED Kit includes Transfer Cards with larger text and additional Flip Charts for CVC words and Blend VC words.

Reading Horizons Discovery® Software

Reading Horizons Discovery® Software provides each student with highly differentiated instruction that is adapted to the individual student and can be used to pre-teach or reinforce concepts taught in the corresponding direct instruction materials. The software renews on a yearly basis. It is designed to do the following:

- Assess a range of reading and spelling skills that will customize instruction to match student needs.
- Assess initial reading level to provide Lexile measure.
- Address a full range of foundational reading skills.
- Deliver high-quality reading instruction to each student.
- Provide customized lesson options to target specific student needs.
- Ensure students learn at their own pace.
- Engage grade K-3 students with visuals, games, and decodable text.
- Provide progress monitoring for teachers and administrators.

Reading Horizons Elevate® Direct Instruction Classroom Kit

Reading Horizons Elevate® is designed to be used with students in grades 4+ who struggle with reading. *Reading Horizons Elevate®* refers to the entire suite of products in the foundational reading program aligned to the research. This includes a set of physical materials to aid in explicit foundational literacy instruction. Materials included in a kit are as follows:

Teacher Materials

- Set of Teachers manuals: chapters 1-6
- Supplementary Materials Manual
- Wall Posters
- Set of Transfer Cards: Transfer Cards are designed to support accuracy, automaticity, and fluency and to assess when a student has mastered skills in isolation and is ready to transfer to text.
- Reading Library Teacher's Edition
- Tote Bag

Student Materials

- Set of Reading Library Books: 330 informational Reading Library passages provide students with opportunities to read authentic text with a Lexile range from 1st grade to 12.9. These passages are used to apply reading skills and measure comprehension.
- One Sample of Student Workbook: An optional consumable take-home workbook containing lesson reviews, practice pages, and vocabulary activities to reinforce skills.
- One Sample of English Language Enhancement: An optional consumable take-home workbook to help English Language Learners enhance their understanding of vocabulary, pronunciation, and culture.
- Digital downloads: PDF downloadable worksheets, chapter quizzes and tests, high frequency word lists, and blackline masters to support practice and formative and summative assessment.

Reading Horizons Elevate® Software

Reading Horizons Elevate Software provides each student with highly differentiated instruction that is adapted to the individual student and can be used to pre-teach or reinforce concepts taught in the corresponding direct instruction materials. Teachers use data from the software to determine which direct instruction lessons need to be taught to specific students or groups of students. The software renews on a yearly basis. It is designed to do the following:

- Assess a range of reading and spelling skills and provide an initial reading level that will customize instruction to match student needs.
- Address a full range of foundational reading skills.
- Deliver high-quality reading instruction to each student.
- Provide customized lesson options to target specific student needs.
- Ensure students learn at their own pace.
- Engage grade 4-12 students with mature visuals, games, and authentic text.
- Provide progress monitoring for teachers and administrators.

Reading Horizons Accelerate

As part of any direct instruction kit, teachers receive access to an online teacher portal called Reading Horizons Accelerate, where they can access digital manuals, a lesson planner, free student resources, training videos, and more. Login information for Reading Horizons Accelerate is included with sample kits. The following is a list of available resources:

- *Reading Horizons Discovery®* and *Reading Horizons Elevate®* slides: PowerPoint and Google Slides presentations matching scripted lessons from the direct instruction materials that can be used virtually or in person.
- Downloads: PDF downloadable resources to support instruction and assessment including minimal pair activities, sound cards, games supplement pages, graphic organizers, chapter quizzes and tests, high frequency word lists, and blackline masters.
- Planner: Lesson Planner that provides a pacing calendar and integrates student assessment data from software to view student progress and target needs.
- Lessons: PDF versions of the teacher manuals that can be viewed online.
- Community Forum: An online forum for questions, technical support, and ideas monitored by Reading Horizons Customer Success Managers and community where teachers can share.

Instructional Design of Reading Horizons

Each new skill in *Reading Horizons* is introduced through the gradual release of responsibility model, sometimes referred to as the “I do, we do, you do” model. In the Reading Horizons program, this gradual release is referred to as the Daily Core 4.



During the Daily Core 4:

- A review is given at the beginning of each new lesson to activate students' prior knowledge and allow teachers to determine retention of a previously taught skill. This is essentially a student performance assessment to allow teachers to

determine whether students need re-teaching of the skill or are ready for instruction of a new skill.

- Next, explicit instruction is modeled for students, while also introducing the markings for the new skill. Reading Horizons is explicit in its instruction, involving direct explanation where skills are clearly modeled without vagueness or ambiguity. The scripted lessons ensure the language is concise, specific, and related to the objective. There is a high level of teacher/student interaction through direct instruction.
- Guided practice immediately follows instruction, which is referred to as dictation. The process of dictation activates all areas of the brain involved in accurate and fluent reading because it connects the phonological and orthographic networks. Dictation allows students to make connections between auditory, visual, and kinesthetic-tactile pathways because they hear, speak, write, and read while applying the skill. Guided practice/ dictation with students utilizes a four-step routine. First, the teacher dictates a phoneme, slide (bigram/trigram), word, or sentence twice while students listen (auditory). Second, the students repeat twice what was dictated allowing them to reproduce the sound. Third, students write the dictated item once, typically on an individual erasable whiteboard, desk, or cling sheet (visual/ kinesthetic-tactile). Students will mark/prove the slide or word using the marking system. Fourth, students read the item twice (visual/auditory). Dictation is an essential component of the programs and requires that students listen closely to words as they are dictated and to the teacher's use of the word in a sentence.
- The last part of the Daily Core-4 is Transfer. A transfer activity is completed at the end of every lesson to allow students to apply the skill into their reading and writing. There are several options for transfer of the skill. The reverse of the dictation process is presented through the use of Transfer Cards, one of the transfer activity options, which are an integral part of each lesson. Transfer cards are used to provide small group, or individual practice after the guided practice/dictation section of instruction. Transfer cards facilitate automaticity in recognizing the spelling patterns of the English language and the sounds they represent.

Reading Horizons is ready to support the goals of the HCPS by delivering a high-quality solution that will support excellent instruction for all students including English Learners and students in special education. Based on the setting and type of instruction, Reading Horizons can be implemented in a variety of ways, including teacher-led in person or synchronously online, asynchronous lesson recordings, independent work on the software, review and practice, and games and activities. Because of the range of activities and the flexibility of the program, implementation can be modified to daily lessons or to larger blocks of time that also incorporate standards-based activities.

Reading Horizons' programs have been designed as core phonics instruction in K-3 and supplemental support and intervention for struggling readers, students with special needs, and ELL in K-12. Because of the flexibility of instruction, Reading Horizons materials can support reading instruction in various settings. Research and best

practices for small group intervention support a minimum of 30 minutes of intensive literacy intervention daily. Reading Horizons lessons are designed to provide a minimum of 30 minutes of direct instruction and transfer activities per session in Tier II. Students in Tier III receive an additional 15 minutes or more of guided practice and transfer activities. These concise, multisensory lessons keep students engaged and the pace of instruction and variety of activities appeals to students, regardless of reading level. Instruction is mastery-based, and teachers are able to modify instruction and adjust pacing based on the performance of their students. By far, the greatest support for instructional fidelity are the Reading Horizons Teacher Manuals. Each manual provides scripted, short, easy-to-follow lesson plans that ensure that instructional integrity is maintained. When teachers introduce the Reading Horizons program to their students, they can be confident that they have taught each skill explicitly and succinctly to help students quickly grasp each new concept. First time Reading Horizons teachers appreciate the fact that all direct instruction materials are scripted to reduce teacher preparation time and provide scaffolding. As teachers become accustomed to using the method, the script is not required for instruction but may be used as a reference to facilitate instructional fidelity.

With Reading Horizons:

- Students in kindergarten-third grade receive intervention using *Reading Horizons Discovery®*, a specially designed curriculum that includes 100 lessons in a sequence that moves systematically to build and reinforce foundational reading skills beginning with upper- and lowercase formation and pronunciation for each consonant and vowel sound.
- The sequence is cumulative, and each new concept taught is based on those already learned. Students work to mastery before the next concept is introduced. All concepts previously taught are also reviewed in connection with the new skills/concepts.
- The program provides a consistent framework for students and educators in tiered intervention and special education that allows for scaffolding to more advanced skills as individuals or groups of students are ready. Students who have mastered skills in earlier chapters can move forward. Additionally, students are introduced to more complex skills as they move from one grade to the next ensuring that students have the support and reinforcement they need as they encounter more challenging reading tasks.

How Reading Horizons Supports All Learners

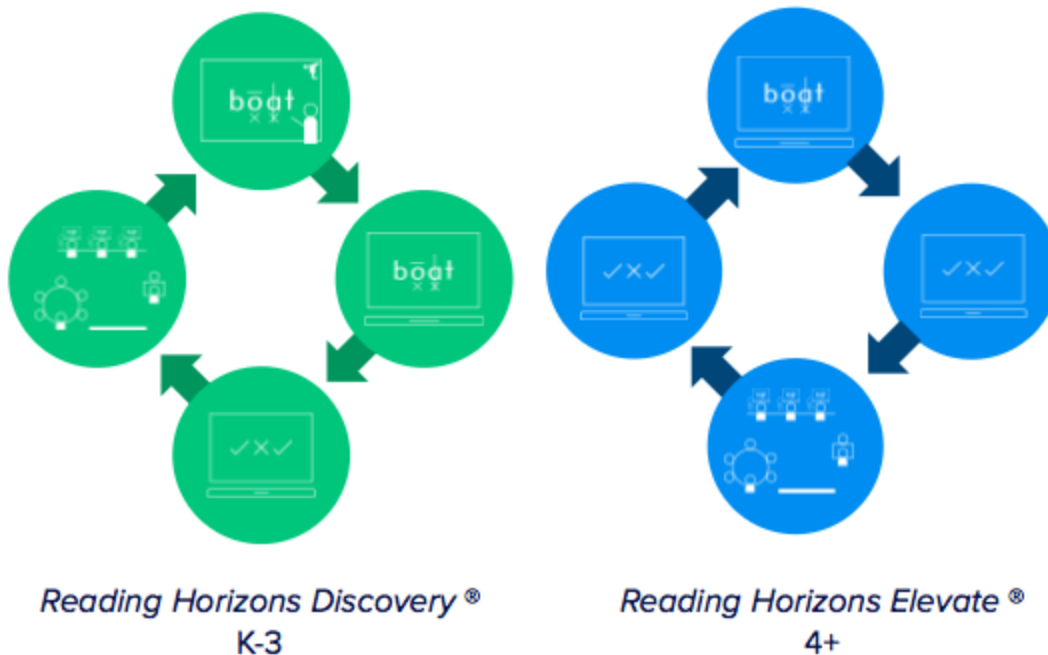
The *Reading Horizons* programs provide great foundational literacy instruction for English Learners. Skills are taught with a step-by-step process that shows English Language students exactly what they need to do in order to learn to read, write, and communicate. Activities throughout the curriculum promote pronunciation, vocabulary, grammar, and comprehension development. Because the reading curriculum provides a thorough explanation of the rules and structure of the English language, reading, spelling, and pronunciation errors will decrease. *Reading Horizons Elevate®* includes

an English Language Enhancement book to provide more support to English learners throughout the lessons.

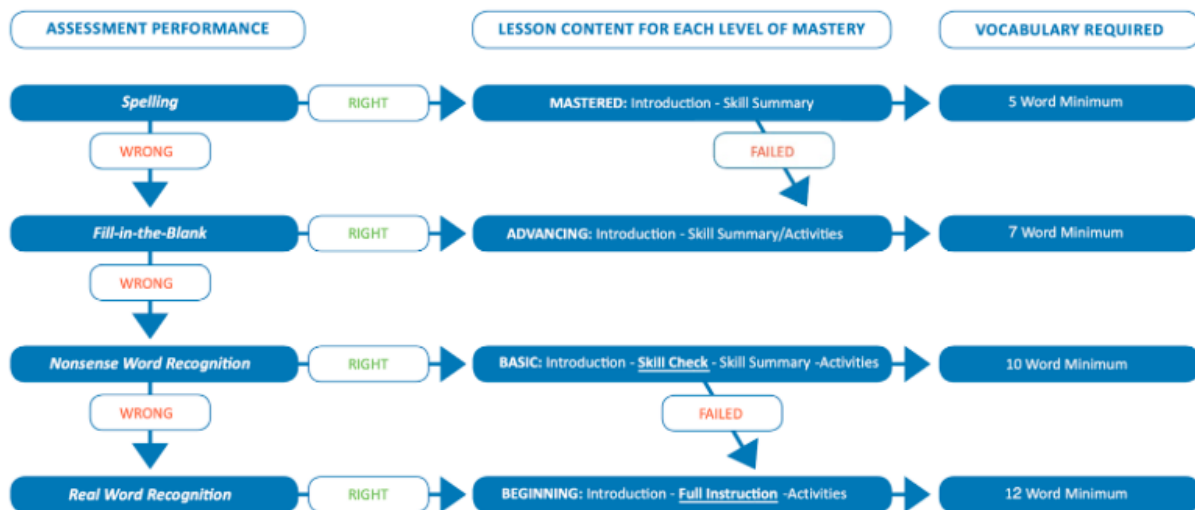
A Key feature of both the Reading Horizons Discovery and Reading Horizons Elevate software is the pronunciation tool. This tool provides additional support and practice with phonology, which is critical when learning a new language. The Pronunciation Tool demonstrates proper pronunciation along with tongue and jaw placement and formation of all parts of the mouth through both an animated diagram and a video. Whether the sound is voiced or voiceless is also indicated. The Pronunciation Tool can help students better understand and mimic the sounds of English while connecting those sounds to the written forms of English letters. This letter-to-sound mapping is the foundation of reading and is often challenging for struggling students and English Language Learners (ELLs). This tool provides additional support and practice for students as needed.

There are a variety of specific resources and implementation advice that can provide English Learners even more support. Vocabulary is taught simultaneously during each skill lesson. During the instruction part of a lesson, any time after a word has been marked, that word will be used in a context sentence. Teachers are also trained to use each word in a context sentence during the process of dictation. It is highly recommended that vocabulary be even more emphasized throughout the lessons and activities when English Learners are part of the class. This can be done by keeping a word journal, where teachers can strategically choose words for students to include that they want their English Learners to have a deeper understanding of. Completing a Four Corners activity during any part of the lesson (review, instruction, dictation, or transfer) can also provide ELs more vocabulary development practice. Additionally, the Vocabulary section in both the *Reading Horizons Discovery*® and *Reading Horizons Elevate*® software allows students to practice words that follow the skills they are learning while also getting more explicit instruction of the words. They are also able to hear the word in a context sentence, hear a definition, and see a picture when applicable. Several games from the Reading Horizons Games Supplement, can also provide opportunities for oral language and vocabulary development (ex. Backward Build-Up, ELL Memory, Parts of Speech, and Picture It). Teachers can also use Before, During, and After reading activities with [Little Books for Reading Horizons Discovery](#)® to or [Reading Library passages from Reading Horizons Elevate](#)® to activate prior knowledge and provide an opportunity for rich discussion and oral language practice.

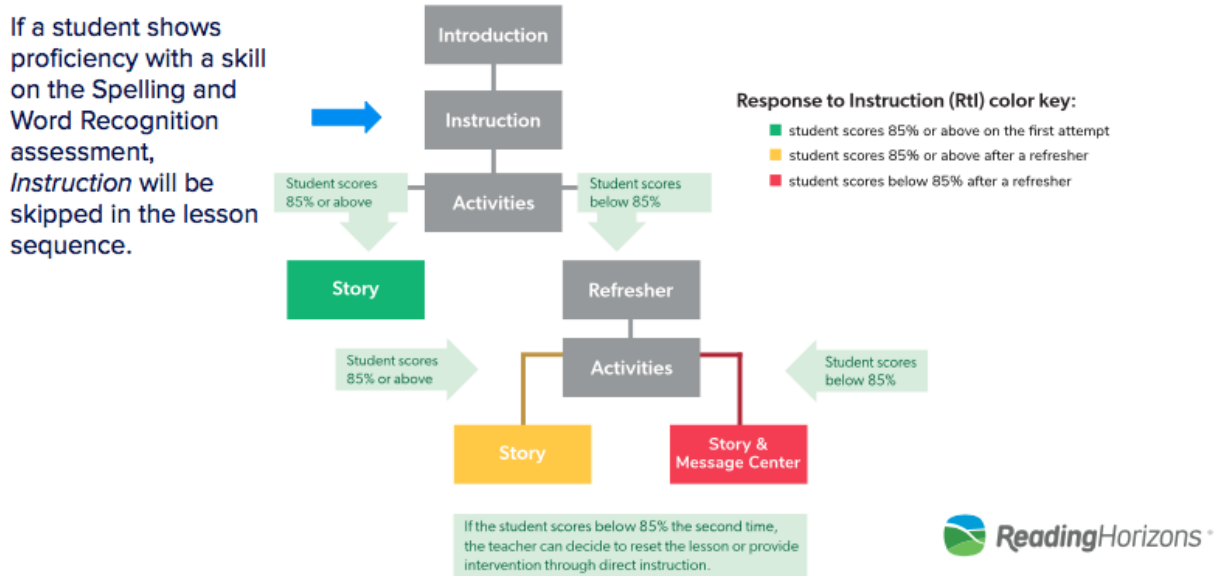
The Reading Horizons programs are designed to be taught to mastery. Teachers are not just covering content but using data to inform small group or one-on-one instruction. Both programs can be used as a blended learning model. The *Reading Horizons Discovery*® program is designed to be teacher-led direct instruction, while using the software as a double dose or for additional practice and support for students to improve the orthographic mapping process. The Reading Horizons Elevate program is designed to be software led instruction, while using direct instruction lessons for targeted intervention for students based on data from the software.



In the *Reading Horizons Discovery®* and *Reading Horizons Elevate®* software all students start at the beginning of the program, but accommodations can be made for students that show mastery of specific skills. Teachers can also choose to expedite instruction for chapter 1 content for students that have proficient knowledge in the alphabetic principle, so students still learn the marking system, but are able to move quickly into chapter 2. Lessons from chapter 2 and beyond are modified individually for students based on their performance on the initial assessments. In the *Reading Horizons Elevate®* software, students who show mastery of specific skills from the initial assessments will take the "Skill Check" at the beginning of those lessons. This will provide the students an opportunity to "test out" of the lessons that contain material they already know. If students pass a skill check, they will receive a quick overview of the lesson content and learn the markings associated with the skills learned in the lesson before advancing to the next lesson. If they fail the skill check, students will receive the extended lesson instruction. Passing a skill check shortens the lesson time to an average of three minutes per lesson (versus eight to ten minutes in the extended instruction). Students work at their individual pace to ensure continuous progress is made. The Reading Horizons program allows students to work within a level on different topics of interest. Students are required to pass each reading lesson at the percentage that the administrator sets in the Administration system before the subsequent lesson is made available.



In the *Reading Horizons Discovery*® software, students who had a strong performance on their initial assessment will skip the instruction part of the lesson and will be assessed with some activities for a more comprehensive understanding of the student's ability in a particular skill. If the student passes the activities, they will read a decodable reader and move on to the next lesson. If the student doesn't pass the activities, they will get a refresher, or mini lesson, and be given another opportunity to pass the activities. If students still don't pass the activities a message will be sent to their teacher to intervene.



Reading Horizons' software will allow HCPS' special population to work independently on the customized lesson sequence adapted for their unique instruction based on the results of the assessments. Each student has his or her own login and can move through the software independently during independent work time. Centers and the

station rotation model work well for software activities to ensure that students are actively participating during each session.

When students first begin, they are given assessments that will ensure that they start at the point where instruction is needed, and that instruction will be provided at the student's appropriate level. As students continue in the software, their progress is automatically assessed after each lesson, chapter, and comprehension exercise so that individual progression is based on performance and mastery of the skill or activity. This allows students to move ahead independently while consistently receiving the instruction and level of practice needed. Adapting the delivery of course content based on what students already know ensures that they are working independently on the skills for which they have not yet developed proficiency. Because they are not required to repeat content that they have mastered, students are less resistant and more open to instruction.

Reading Horizons logically and sequentially teaches the framework for English phonics and an understandable foundation for reading, writing, and pronunciation. The program is fully comprehensive, but the number of decoding rules is significantly lower than even the closest competitive product—making it the most accessible for at-risk students and those who are learning English. This, paired with the multisensory nature of the program, is the reason students with learning disabilities and ELL students can grasp the program more readily than alternative interventions. In addition, a unique marking system is employed, which students use to visually identify predictable letter sequences and word patterns. The use of this marking system enables students to decode and encode words more efficiently.

Meeting the Needs of Tier II and Tier III Students

The following items illustrate the diverse ways in which Reading Horizons product offerings may meet the needs of HCPS for tier II and tier III students.

Reading Horizons Discovery®

Reading Horizons Discovery® refers to the suite of products in the strategy-based K-3 reading program. An explanation of the materials and resources follow:

1. Scripted, non-consumable, direct instruction materials empower teachers to teach effectively right away.
 - a. [Reading Horizons Method Overview](#)
 - b. Sample Lesson: [Phonemic Awareness: Rhyming Words](#)
 - c. Sample Lesson: [Vowel E](#)
 - d. Sample Lesson: [Special Vowel Combination -NG](#)
2. [Dictation](#) is an interactive, multisensory process that is vital to the proper implementation of the Reading Horizons method. It can be performed one-on-one, in small groups, or with an entire class; in all cases, it should be a part of every skill lesson's classroom instruction. First, the leader provides a sound, letter name, slide, or word by extending his or her hands outward from the mouth

to the class twice in a row. The students “catch” the offering with their outstretched hands and bring it forward to their ears. The process then reverses with the class sending the word twice and the teacher receiving it. Then, the class writes and marks (or proves) the letter, slide, or word while the teacher provides (when possible) a context sentence. Next, the students display their answers while the teacher formatively assesses and provides corrective feedback where needed. Finally, the teacher and students place their fingers beneath what they have written and read it aloud twice in a row, making sure to keep their eyes on what they are reading. This process allows students to use a Total Physical Response to increase oxygen and glucose to the brain to aid in effective learning. This process provides instructors with informal, formative assessment data that allows for immediate feedback and support.

3. Eraser Game can be played after every instance of dictation. This game is a simple way to reinforce concepts and to provide opportunities for students to follow directions and identify skills that are of particular concern to the teacher. Students should erase words based on the instructions given by the teacher. Students can erase words based on a sound or letter at the beginning, middle, or end of a word. Teachers can increase difficulty by having students erase words based on definition, synonym, antonym, alphabetical order, or even by the answer to a riddle. See examples below. The examples assume students have the words *jog*, *cat*, and *sun* on their boards.
 - a. Erase the word that rhymes with *fog*.
 - b. Erase the word that has the same vowel sound as the word *map*.
 - c. Erase the word that means a bright star near our planet that gives light.
4. Letter Formation Pages provide opportunities for students to practice proper letter formation.
5. Letter Formation Transfer Cards accompany the Kindergarten Teacher’s Kit. These cards show proper letter formation in large print. These cards can be used to help students practice proper letter formation.
6. *Reading Horizons Discovery*® Little Books are controlled- vocabulary fiction and non-fiction stories and passages with original illustrations. Each skill lesson has an accompanying Little Book to provide students with the opportunity to reinforce and transfer concepts to connected text as students’ progress through the course. Additionally, recommendations for [before, during, and after reading activities](#) provide many opportunities for students and teacher to engage in discussion for oral language, vocabulary, and comprehension development.
 - a. Sample Little Book: [In the Nest](#)
7. Sample Little Book: [Chip and the Fish](#)
8. Most Common Words, also referred to as high-frequency or sight words, are taught throughout the *Reading Horizons Discovery*® program. The Most Common Words (MCWs) taught in this program include high-frequency words derived from Fry’s Instant Words List and are introduced in order of frequency. They are presented early on so that students can begin reading words in context sentences. They are not just memorized but are approached from a linguistic standpoint.
 - a. There are 30 MCWs taught across eight lessons in the Kindergarten track.

- b. There are 300 MCWs taught across 22 lessons in the grades 1-3 tracks. There are 10 to 20 words in each list.

MCWs appear in sentences on Transfer Cards (see Student Transfer Cards below). Printable Word Wall and Flash Cards are available on the teacher resource website *Reading Horizons Accelerate*® at www.rhaccelerate.com. MCWs are included in the Little Books as they are taught in the sequence.

1. Practice Pages are a collection of blackline masters that correlate with the *Reading Horizons Discovery*® lessons. They have been developed to provide additional practice and skills reinforcement.
2. Engaging, interactive software allows students the freedom to work at their own pace and receive highly differentiated reading instruction while learning skills that drastically decrease reading, spelling, and pronunciation errors.
3. *Reading Horizons Discovery*® *Spelling Supplement* refers to the suite of products that flip the decoding skills taught in the reading program to teach students how to spell words. There are individual kits for each grade level in grades 1-3. Each kit contains direct instruction materials, pretests, posttests, writing prompts, cloze passages, sort and spell activities, and more.
4. Reading Records are used with Little Books (see above) to provide an additional way to assess mastery of skills taught in the *Reading Horizons Discovery*® program. Reading Records can be administered to individual students as often as at the conclusion of every skill lesson, or less often to periodically measure cumulative mastery of previously taught skills. Reading Records can be used to assess student mastery of instruction.
5. Skill Checks are designed as one-on-one assessments of skills taught. Skill Checks help the teacher determine areas of strength as well as areas in which extra help is necessary.
6. Students have frequent and varied opportunities to demonstrate their learning through Check-Ups. Check-Ups are quick formative assessments for each skill lesson, used to inform the content and pacing of teacher instruction for a whole class, small groups, and individual students. Each Check-Up contains on average three questions for each of the 63 *Reading Horizons Discovery*® skill lessons and takes an average of 2-5 minutes per student. Check-Ups contain a variety of question types to assess students' response to instruction (e.g., multiple-choice and marking/proving words). Check-Ups provide a quick, formal assessment that help teachers know when students have mastered a concept and are ready for the next lesson. Check-Ups provide data to inform whole class, small group, and one-on-one differentiated instruction.
7. Transfer Cards is a generic term that refers to both Student and Whole Class Transfer Cards. These activities move from instruction to guided practice to connected

text. This process provides instructors with informal, formative assessment data that allows for immediate feedback and support.

8. Student Transfer Cards contain words and sentences that are designed to provide students with opportunities to learn to recognize the print form of the same sounds they were taught during the lesson. All words and sentences on the Transfer Cards are vocabulary controlled to include, but not exceed, the skills taught to that point in the program. Students can read and mark (or prove) the words on the card. Once isolated words have been marked and read, the sentences at the bottom of the card can be read aloud for fluency and comprehension.

9. Whole Class Transfer Cards are designed to facilitate automaticity in the recognition of the spelling patterns of the English language and the sounds they represent. Whole Class Transfer Cards can be projected and are meant to be read chorally by the class after they have completed the Guided Practice and Dictation section of the instruction. Skills on the Whole Class Transfer Cards progress from sound to slide to word and, finally, to sentence and passage.

10. Chapter tests are formal, summative assessments that provide teachers with the data to drive differentiated instruction. Chapter tests are available on the software to customize each student's instructional track and to provide data for progress monitoring and to measure growth.

Reading Horizons Elevate®

Reading Horizons Elevate® refers to the suite of products in the strategy-based 4-12 reading program. An explanation of the materials and resources follow:

1. Scripted, non-consumable, direct instruction materials empower teachers to teach effectively right away.
 - a. [Reading Horizons Method Overview](#)
 - b. Sample Lesson: [Phonetic Skill 4](#)
 - c. Sample Lesson: [Decoding Skill 1](#)
 - d. Sample Lesson: [Spelling with -SS, -CE, or -SE](#)
 - e. Sample Lesson: [Root Words, Prefixes, and Suffixes](#)
2. [Dictation](#) is an interactive, multisensory process that is vital to the proper implementation of the Reading Horizons method. It can be performed one-on-one, in small groups, or with an entire class; in all cases, it should be a part of every skill lesson's classroom instruction. First, the leader provides a sound, letter name, slide, or word by extending his or her hands outward from the mouth to the class twice in a row. The students "catch" the offering with their outstretched hands and bring it forward to their ears. The process then reverses with the class sending the word twice and the teacher receiving it. Then, the class writes and marks (or proves) the letter, slide, or word while the teacher provides (when possible) a context sentence. Next, the students display their answers while the teacher formatively assesses and provides corrective feedback where needed. Finally, the teacher and students place their fingers beneath what they

have written and read it aloud twice in a row, making sure to keep their eyes on what they are reading. This process provides instructors with informal, formative assessment data that allows for immediate feedback and support.

3. Eraser Game can be played after every instance of dictation. This game is a simple way to reinforce concepts and to provide opportunities for students to follow directions and identify skills that are of particular concern to the teacher. Students should erase words based on the instructions given by the teacher. Students can erase words based on a sound or letter at the beginning, middle, or end of a word. Teachers can increase difficulty by having students erase words based on definition, synonym, antonym, alphabetical order, or even by the answer to a riddle. See examples below. The examples assume students have the words *jog*, *cat*, and *sun* on their boards.
 - a. Erase the word that rhymes with *fog*.
 - b. Erase the word that has the same vowel sound as the word *map*.
 - c. Erase the word that means a bright star near our planet that gives light.
4. Letter Formation Pages provide opportunities for students to practice proper letter formation.
5. Most Common Words, also referred to as high-frequency or sight words, are taught throughout the *Reading Horizons Elevate®* program. The Most Common Words (MCWs) taught in this program include high-frequency words derived from Fry's Instant Words List and are introduced in order of frequency. They are presented early on so that students can begin reading words in context sentences. They are not just memorized but are approached from a linguistic standpoint. There are 300 MCWs taught across 20 lessons with 15 words in each list.

MCWs appear in sentences on Transfer Cards (see Student Transfer Cards below). Printable flash cards are available on the teacher resource website *Reading Horizons Accelerate®* at www.rhaccelerate.com.

6. Engaging, interactive software allows students the freedom to work at their own pace and receive highly differentiated reading instruction while learning skills that drastically decrease reading, spelling, and pronunciation errors. The sample lessons and software tools below are referenced later in the correlation.
 - a. [Reading Horizons Elevate® Software Pronunciation Tool](#)
 - b. [Reading Horizons Elevate® Software Dictionary Tool](#)
 - c. Reading Horizons Elevate® Software Vocabulary Tool
7. [Reading Horizons Elevate® English Language Enhancement](#) is a consumable book designed to help English Language Learners study vocabulary, pronunciation, and culture while learning with *Reading Horizons Elevate®* Software and classroom instruction.
8. *Reading Horizons Elevate® Reading Library* contains 330 reading passages that are used by students to practice applying the skills they have learned. The passages are expository texts that simulate types of

reading that students encounter both in and out of class, such as textbooks, websites, and magazine articles. These passages are authentic in that the text has been minimally controlled. The reading passages found in the *Reading Horizons Elevate® Reading Library* are also found in the Library section on the *Reading Horizons Elevate® Software*.

- a. [Reading Horizons Elevate® Reading Library Teacher Guide](#)
 - b. [Reading Horizons Elevate® Reading Library Book 1](#)
 - c. [Reading Horizons Elevate® Reading Library Book 2](#)
 - d. [Reading Horizons Elevate® Reading Library Book 3](#)
 - e. [Reading Horizons Elevate® Reading Library Book 4](#)
- 9. *Reading Horizons Elevate® Student Book* is a consumable book of practice pages designed to help students practice the skills taught in each lesson.
 - 10. *Student Transfer Cards* contain words and sentences that are designed to provide students with opportunities to learn to recognize the print form of the same sounds they were taught during the lesson. All words and sentences on the Transfer Cards are vocabulary controlled to include, but not exceed, the skills taught to that point in the program. Students can read and mark (or prove) the words on the card. Once isolated words have been marked and read, the sentences at the bottom of the card can be read aloud for fluency and comprehension. These activities move from instruction to guided practice to connected text. This process provides instructors with informal, formative assessment data that allows for immediate feedback and support.
 - 11. Chapter tests and quizzes are formal, summative assessments that provide teachers with the data to drive differentiated instruction. Chapter tests and quizzes are available on the software to customize each student's instructional track and to provide data for progress monitoring and to measure growth.

Managing the Implementation

To ensure effective management of this contract including initial and ongoing implementation and support, virtually all departments within Reading Horizons have a role. The initial point of contact for school and district customers is the Account Representative who is knowledgeable about products, services, and pricing. Account Representatives are assigned to specific states and regions in order to better understand the unique needs of their schools and districts and to provide consistency to customers. During purchase and implementation, the goal of the account professional is to handle questions and requests quickly and efficiently. As soon as notification of an award is received, the account representative communicates with the district to establish a comprehensive Project Management Plan that incorporates specific dates and details for deliverables.

The project team for a successful SCS implementation will include members from every Reading Horizons department who work closely with administrators and department staff at every stage of implementation. The Curriculum, Training, and Implementation teams at Reading Horizons excel at working with districts to meet deadlines and to provide initial training and professional development that prepares educators to effectively intervene with struggling readers. These teams are comprised of educators with undergraduate and graduate degrees in education including elementary education, secondary education, English, Special Education, TOEFL, Instructional Psychology and Technology, and Reading Science with Dyslexia Certification. In addition, many members have reading and ESL endorsements as well as Orton-Gillingham certifications. Reading Horizons has developed a large training cadre of educators with experience implementing Reading Horizons in a variety of settings. These trainers participate in a rigorous training process and provide initial teacher training on-site. The team of implementation coaches provide additional training to implementation partner schools, coaching, and ongoing support. Their job is to build capacity in school leaders and create sustainability of the Reading Horizons program in schools.

Reading Horizons technical support includes a team of web developers, software developers, and information technology staff who can respond to and resolve system technical issues quickly and efficiently. This team will keep the *Reading Horizons Accelerate®*, teachers support website, up to date with all the resources teachers need to support students in foundational literacy instruction. IT and Software Development team members have earned degrees in computer science and computer engineering as well as management information systems and technical certifications. Unlimited access to the toll-free customer helpline and ongoing technical support for the life of the contract allows administrators and educators to get the answers they need and resolution to any challenges as they arise. During implementation, the goal of customer support is to proactively answer questions and requests. Customer Success Managers (CSMs) are available via the helpline, email, and video-conferencing to answer questions, provide orientations and training, assist with requests, and explain data analysis options. CSMs also communicate with customers to follow up on implementation plans and to ensure that feedback is received and incorporated as materials are updated. Reading Horizons customer service and response rates have been described by educators as the best in the industry.

Reading Horizons relishes the opportunity to create a truly customized implementation solution to meet the unique needs of HCPS. Below we provide a recommended implementation timeline.

IMPLEMENTATION COACHING FRAMEWORK

PROPOSED TIME FRAME	STEPS TO IMPLEMENTATION	DETAILS
late spring	Implementation Vision	Administration and Implementation Coach collaborate Reading Horizons implementation vision clearly defined
early summer	Coordinate Training	Point person(s), locations, dates, and details Best Practices for Successful Implementation: <ul style="list-style-type: none"> • Training as close to the beginning of school year as possible • Trained by Implementation Coach to build strong relationships • Grade-level specific training, if possible • Classroom space and technology available for training
early summer	Technology Planning	Resources identified (iPads, computer labs, computer carts, etc.) Technology implementation staff identified
mid summer	Software Setup	Students and teachers imported into Reading Horizons software Installation completed (iPads apps, browser shortcuts)
approximately 2 weeks before school starts	2 Day Onsite Training Workshops (Year 1 only) 25 participants maximum	One day direct instruction training <ul style="list-style-type: none"> • Systematic and explicit, Orton-Gillingham-based instruction • Instruction in classroom materials One day software training <ul style="list-style-type: none"> • Student/admin Reading Horizons software • Reading Horizons Accelerate lesson planning tool • Virtual coaching tools
between Training and Fall Coaching	Virtual Coaching	Coaching and support for teachers and specialists <ul style="list-style-type: none"> • Online discussion forum, phone, email, video conferencing • Weekly email and monthly web-training • Available for PLCs and data meetings
approximately one month after school starts	Fall Coaching (One day onsite, per school) Instructional Leader Training	Onsite classroom observation & feedback <ul style="list-style-type: none"> • Reading Horizons lessons observed • Individualized coaching and support given for direct instruction, student engagement, software data, and student transfer Training for Instructional Leaders (Principals, APs, Coaches, etc.) on data and look-fors specific to their role.
between Fall and Spring Coaching	Virtual Coaching	Virtual classroom observations & feedback Coaching and support for teachers and specialists continues
approximately one month after winter break	Spring Coaching (One day onsite, per school)	Onsite classroom observation & feedback <ul style="list-style-type: none"> • Reading Horizons lessons observed • Individualized coaching and support given for direct instruction, student engagement, software data, and student transfer
between Spring Coaching and the end of the school year	Virtual Coaching	Virtual classroom observations & feedback Coaching and support for teachers and specialists continues Reflections on yearly goals Planning for the coming year

Reading Horizons is also pleased to provide our End User Licensing Agreement.



IMPORTANT - PLEASE READ CAREFULLY: BY UTILIZING THIS SOFTWARE YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS. THIS SOFTWARE IS SUBJECT TO COPYRIGHT AND OTHER PROTECTIONS.

This End User License Agreement (this "EULA") is between you and, if applicable, the entity that you represent (collectively, "you" or "customer") and HEC Software, Inc. a Utah corporation d/b/a Reading Horizons ("Reading Horizons" or "we" or "vendor"). You must read all of the terms and conditions of this EULA. This EULA governs your use of the Reading Horizons software (defined below). By accessing, using or registering for any Reading Horizons software, you are agreeing to be bound by this EULA.

This EULA shall govern the specific point release of the software that was downloaded, installed, or otherwise received by licensee along with this license agreement, and shall supersede all previous license agreements accepted by licensee for previous point release upgrades of the software.

1. **License Grant.** This EULA applies to all Reading Horizons software, including without limitation, Reading Horizons Elevate® online software, Reading Horizons Elevate® network software, Reading Horizons Discovery® online software, and Reading Horizons Accelerate™ and each of their respective components and elements including teachers and pupil editions (each, to the extent licensed by Customer under this License Agreement, collectively and individually, "Software"). Reading Horizons hereby grants to Customer, and Customer accepts, a limited, non-exclusive, internal-use only, non-transferable, non-assignable, non-sublicensable license to use the Software and any associated User Documentation for the period of time for which Customer maintains and pays a subscription fee for such license.
2. **Mobile Apps.** Customer acknowledges that Customer's employees or users may have the ability to access some or all of the Software on mobile devices through applications specifically designed by Reading Horizons for distribution to such mobile devices. The terms and conditions of this EULA apply to the Software regardless of access method and any Reading Horizons mobile apps.
3. **FERPA; Applicable Laws.** The Family Educational Rights and Privacy Act (20 U.S.C. Sec. 1232(g)) and the regulations thereunder (34 CFR Part 99) (collectively, "FERPA"), as well as other laws, rules and regulations, as each may be amended from time to time (collectively, including FERPA, "Applicable Privacy Laws"), impose obligations and restrictions onto "educational institutions or agencies" and other persons (such as Customer), including, without limitation, with respect to the handling and disclosure of personally identifiable information contained in the educational records Customer maintains regarding its students and with respect to the online collection of personal information from individuals under the age of thirteen. Vendor may elect to use non-personally-identifiable data from users for internal company purposes such as product development. With respect to any data that may be accessed, obtained, received, extracted or otherwise used by Reading Horizons (or which may be disclosed in any manner to Reading

Horizons by or on behalf of Customer), in individualized or aggregate form, in connection with Customer's use of the Software, in whole or in part, pursuant to this EULA, as well as in connection with any services provided by Reading Horizons in connection with the Software (collectively, "Customer Data"), Customer hereby:

- a. agrees to provide to Reading Horizons or otherwise permit Reading Horizons to receive, Customer Data, for Reading Horizons use in accordance with its Privacy Policy, in compliance with Applicable Privacy Laws and any applicable privacy policy;
 - b. represents that it will fully comply with all applicable laws, rules and regulations, including, without limitation, Applicable Privacy Laws, in connection with its use of the Software;
 - c. expressly waives and releases Reading Horizons from and against any and all claims, actions, damages and liability arising in connection with Customer's provision of Customer Data to Reading Horizons (and any required consents in connection therewith) and Reading Horizons receipt and use of Customer Data on behalf of Customer.
4. **Ownership Rights.** Customer acknowledges and agrees that the Software, including, but not limited to, any images, photographs, animations, video, audio, music, and text and User Documentation are proprietary products of Reading Horizons, its licensors and/or the author(s) protected under United States copyright laws and international treaty provisions. Customer acknowledges and agrees that this EULA does not convey any title or interest in or to the Software, but only a limited right of use revocable in accordance with the terms of this License Agreement.
5. **Restrictions.** Customer agrees that it will not modify, translate, adapt, create derivative works from or decompile the software, or any portion thereof, or create or attempt to create, by reverse engineering or otherwise, the source code from the object code supplied hereunder, (ii) rent, lease, loan, sell, transfer, publish, display, distribute, disclose or make the Software available to third parties or use the Software, or any portion thereof, in a service bureau, time-sharing or outsourcing service or otherwise use the Software for the benefit of third parties.
6. **Limited Warranty.** To the maximum extent permitted by applicable law, Reading Horizons and its affiliates and licensors disclaim all warranties, express or implied, including but not limited to any warranties for information, data, data processing services, data or content maintenance or storage, uptime or uninterrupted access, or any warranty of accuracy, correctness, precision, timeliness, thoroughness, completeness, use or application, adequacy and sustainability, and any implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement.
7. **Indemnity.** To the extent permitted by law, Customer shall defend, indemnify and hold harmless Reading Horizons from and against all damages, liabilities, losses and expenses, including reasonable attorneys' fees and expenses, resulting from any third-party claim, suit or proceeding that arises from the Customer and/or the Customer's Users' use of the Software.
8. **Limitation of Liability.** READING HORIZONS CUMULATIVE LIABILITY TO CUSTOMER OR ANY OTHER PARTY FOR ANY LOSS OR DAMAGES RESULTING FROM ANY CLAIMS, DEMANDS, OR ACTIONS



ARISING OUT OF OR RELATING TO THIS EULA SHALL NOT EXCEED THE LICENSE FEE PAID TO READING HORIZONS FOR THE USE OF THE PROGRAM WITHIN THE LAST 12 (TWELVE) MONTHS. In no event shall Vendor be liable for any lost profits, indirect, consequential, special, exemplary, or incidental damages of whatever kind and however caused, even if Reading Horizons knew or should have known of the possibility of such damages. No action, whether based on contract, strict liability, or tort, including any action based on negligence, arising out of the performance of services under this EULA, may be brought by either party more than four years after such cause of action accrued, except that an action for nonpayment may be brought within two years of the date of the last payment.

9. **Governing Law; Venue.** The laws of the State of Utah (without giving effect to its conflict of laws principles) govern all matters arising out of or relating to this EULA and the transactions it contemplates, including, without limitation, its interpretation, construction, performance, and enforcement.

10. **Severability.** Should any term of this EULA be declared void or unenforceable by any court of competent jurisdiction, such declaration shall have no effect on the remaining terms hereof.

No Waiver. The failure of either party to enforce any rights granted hereunder or take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

Tab 5 – Technical Administration, User Interface, Security Integration and Devices

a. Evidence of their ability to accommodate concurrent users based on data collected from a similar environment;

Reading Horizons has been hosting multimedia educational programs on the Internet for thousands of school districts for over 20 years.

b. How accounts are maintained in their system and how they support automated provisioning of users and accounts;

Districts can provide their roster information using Clever, ClassLink, or a nightly CSV file upload. Single Sign-On is also supported through Clever or ClassLink. The district will have a support representative available to help them figure out the best way to get their student records into the software and set up Single Sign-On.

c. Describe the data exchange process in detail;

The school district can use their existing integrations with Clever or ClassLink to automatically set up staff, students, and classes in both Reading Horizons Elevate and Reading Horizons Discovery.

d. Describe any limitations the proposed solution may have such as the number of teachers for a class and the number of schools associated with teachers and students;

Each student can only be assigned to one school. Teachers can be assigned to any number of schools or classes.

e. Provide per user bandwidth requirements for the proposed solution and f. Provide the average bandwidth per student required; and,

3Mbps recommended per concurrent user at the start. As the client's browsers are able to build up their cache, the bandwidth requirements will significantly go down to approximately 0.1 Mbps on average. This is subject to change as more media-intensive content will be added in the future. The software does have options that can be set to lower the bandwidth requirements if needed.

g. Provide a detailed description of the implementation and support the solution has for LTI version 1.1 or higher certified as a toll Provider (TP) with our LMS Solution (Schoology).

Not supported at this time.

Tab 6 – Reporting and Monitoring

Reading Horizons provides embedded opportunities for progress monitoring in both direct instruction and software. In both *Reading Horizons Discovery*® and *Reading Horizons Elevate*®, teachers are trained to use observational data during their dictation and transfer practice to drive their instruction. There are a variety of formalized assessments both in print and in the software to get proof of mastery for each skill. Below is a table to indicate which assessments are available in each program.

<i>Reading Horizons Discovery</i>® Assessments	<i>Reading Horizons Elevate</i>® Assessments
<ul style="list-style-type: none">● Initial Assessments● Check Ups (software)● Skill Checks (paper pencil)● Reading Records● Chapter Tests (software/ paper pencil)	<ul style="list-style-type: none">● Initial Assessments● Progress Monitoring Assessments (software)● Chapter Quizzes (software/ paper pencil)● Chapter Tests (software/ paper pencil)

The *Reading Horizons Discovery*® software provides initial assessments to inform the students software experience. Teachers can also assign check-ups directly after teaching a direct instruction lesson. Skill checks can be given one-on-one with paper and pencil to students that may have a weak performance during a direct instruction lesson to get a more comprehensive idea of where that students gaps are. Reading Records can be used to determine if students are able to apply the skills they are learning in connected text, using the Little Books (decodable readers). Chapter tests are available both in print and in the software to determine retention of the skills students are learning.

The *Reading Horizons Elevate*® software provides initial assessments to inform the students' software experience. Progress monitoring assessments are also given after every chapter to gauge progress relative to a student's initial performance on the Diagnostic Assessment. Chapter quizzes are administered twice during each of the six chapters to provide feedback on a student's current understanding of recently taught skills. These are available both in print and in the software. Chapter tests ensure students have mastered the content of the lessons in each chapter. Skills that require additional reinforcement are presented in review sections where students have an

opportunity to improve their test results. The Chapter tests are also available both in print and in the software.

The Reading Horizons programs provide a variety of different reports to meet the needs of our schools and districts. The Account Level Report allows District Administrators to view reports for all the schools in their district. This report can be viewed for all the schools in the district, all the instructors in the district, all the students in the district, or by grade. Key information on the report includes Total Time, Course Progress, and Assessment scores.

District Administrators also have access to all the same reports that school leaders and teachers have access to in the software. There are two main categories of reports: group reports and individual student reports.

Key reports for *Reading Horizons Discovery*® teachers include:

- Class Roll Report - This report displays information on student usage, course progress, current lesson, and RTI status.
- Group Test Skills Report - This report displays group performance on each of the skills assessed per chapter test.
- Student Report - This report provides a visual overview of a student's experiences in the software.
- Student Spelling and Word Recognition Report - This report shows the results for the Spelling and Word Recognition Assessments completed by the student. This report shows the score and RTI status on each test. This report includes both the Skill Summary and Word Summary.
- Student Test Report - This report shows the status and results for the chapter tests given through the course of the software. This report includes both major and minor skills. It gives an RTI status on each major skill.
- Student Lesson Report - This is three reports in one. It shows information on the student's practice and application of skills, most common words, and grammar basics within lessons.
- Check-Ups Report - This report shows results for Check-Ups used as formative assessments after lesson instruction. The report shows results and RTI status for the skill assessed.

Key reports for *Reading Horizons Elevate*® teachers include:

- Class Roll Report - This report displays information on student usage, course progress, current lesson, and RTI status.
- Group Skills Report - This report displays group performance on each of the skills assessed in regard to the quizzes, chapter test, and progress monitoring assessments.
- Student Summary Report - This report provides a visual overview of a student's experiences in the software.
- Diagnostic Report - This report shows the results for the Diagnostic Assessment completed by each of the students.

- Skills Gains Report- This report shows growth from the Diagnostic Assessment to the progress monitoring assessments.
- Student Chapter Test Report - This report shows the status and results for the chapter tests given through the course of the software. This report includes both major and minor skills.
- Student Lesson Summary Report - This is three reports in one. It shows information on the student's practice and application of skills, most common words, and grammar basics within lessons.

Tab 7 – Training and Professional Development

Reading Horizons' Suite of Professional Learning Solutions

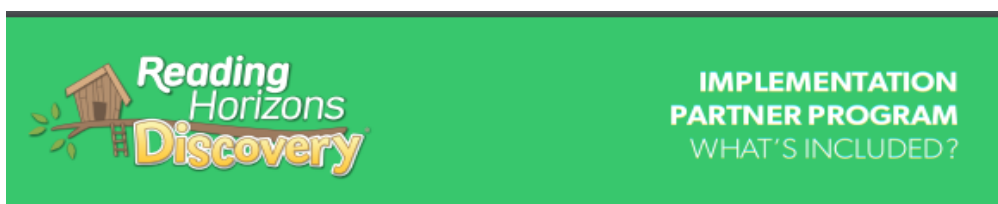
Part of the purpose and mission of Reading Horizons is to expand teacher education in foundational literacy instruction, thereby increasing the potential of their students. Experience has shown that effective implementation begins with professional learning for every educator and paraprofessional who will be providing literacy instruction. Reading Horizons professional learning typically begins with a one or two-day initial training that empowers teachers with everything they need to support reading achievement for every student who enters their classrooms, including learning the marking system to support learning phonemes and graphemes in the English language. Each training day provides a six-hour highly interactive training, teachers receive a complete overview of the Reading Horizons method, are given background in the Science of Reading and the elements and principles of Structured Literacy, an orientation to all materials, and practice in successfully implementing direct instruction. Each attendee receives a training syllabus and resources that are useful as implementation begins as well as the direct instruction Teacher's Kit.

The training is paired with unlimited annual site access to the Reading Horizons Online Professional Development Course. This online course allows teachers to customize their own learning and to focus on instruction in chapters as they reach them. There are six online training modules, one for each chapter of instruction and each lasting about two hours. Each module includes instructional videos, activities, and assessments to measure mastery of content and create a sustainable and distributed teacher training experience. The course goes in depth to train teachers on the marking system and the why behind the pronunciation and spelling of skills in the English Language. The course also includes video footage of classroom implementation to ensure teacher learning and application of the curriculum. The course can be completed by individuals or in teams (e.g., Professional Learning Communities). The RH Online Professional Development Course is included as sustainable follow-up to the in-person training options presented in this proposal. A certificate of completion is provided when the modules are complete.

Available Options for HCPS

A number of options for professional learning are available in addition to our initial on-site or Web-based virtual training. Annual training is available to maintain and improve knowledge and proficiency with teaching skills and to train new teachers who will be providing instruction. Many schools and districts choose to become Implementation Partner Sites to further ensure sustainability and implementation success. At these schools, in addition to an initial two-days of training, teachers have the opportunity to have a Reading Horizons Implementation Coach provide two coaching days during the year as well as monthly web-based trainings on specific topics (i.e., initial assessments and benchmarks, framework of a lesson, RH Accelerate® and Online PD, Games, completing your lesson with time to spare, transferring skills to reading and writing, and

end of year assessments and planning for next year). Additionally, implementation coaches provide admin specific training and host family nights in schools/districts to provide support to parents/guardians and bring awareness of the program and the importance of the marking system. Additionally, it is highly recommended that several teachers or coaches from your schools go through training to become a certified Reading Horizons trainer for your district to ensure sustainability and fidelity of the program and to provide training and support to the district in the future.



The *Reading Horizons Discovery*® Implementation Partner Program was designed to ensure a successful and sustainable Reading Horizons implementation at your school. This program targets the needs of beginning and struggling readers in grades K-3.

FEATURE	DESCRIPTION
Unlimited school-wide access to the <i>Reading Horizons Discovery</i> ® Software*	<p>Your school will receive unlimited access to the <i>Reading Horizons Discovery</i>® Software for students in grades K-3. The software provides assessment, instruction, and activities that reinforce the Reading Horizons method. Students can access the software anywhere with an internet connection—including their homes.</p> <p>*For \$5,000 your school can add unlimited access to the <i>Reading Horizons Elevate</i>® Software for grades 4+. This add-on is solely for the software, the other implementation resources will only be available for <i>Reading Horizons Discovery</i>®.</p>
Two In-Person Training Days	Each school will receive an initial in-person two-day training that has a focus on implementation. The training is designed to introduce your teachers to the Reading Horizons method, the direct instruction materials, and instructional software. When possible, the training will be conducted by the Reading Horizons Implementation Coach that has been assigned to your school.
Two In-Person Coaching Days	Your Reading Horizons Implementation Coach will visit your school once in the fall and once in the spring to conduct observations and provide feedback to ten of your teachers per coaching day.
Virtual coaching with an Implementation Coach*	<p>Virtual coaching will allow a Reading Horizons Implementation Coach to observe a teacher in the classroom without having to be on site. This can be done to assist a teacher with a lesson or to follow-up on previous coaching sessions.</p> <p>*Available upon request.</p>
Access to the Reading Horizons Online Professional Development Course	The Reading Horizons Online Professional Development Course provides an additional 10-12 hours of professional development in six highly engaging modules. Designed to be accessible throughout the school year, your teachers will be able to review the skills prior to teaching them to students or anytime that they need a refresher.

Priority support from a dedicated Customer Success Manager	Your assigned Customer Success Manager will be there to answer questions, provide technical support, and share resources.
A monthly web training	The web trainings will focus on timely topics during an implementation. Topics will include items such as data review, the framework of a lesson, and how to ensure student mastery and other implementation related topics.
Access to a site-specific message board monitored by your Implementation Coach and Customer Success Manager	Teachers will have a safe environment to ask questions, share best practices, discuss upcoming events, and more on their closed, site-specific message board on the <i>Reading Horizons Accelerate®</i> website.
Weekly implementation focused emails	These emails are designed to provide the right information at the right time during the school year. Topics include software tutorials, instructional videos, and best practices.

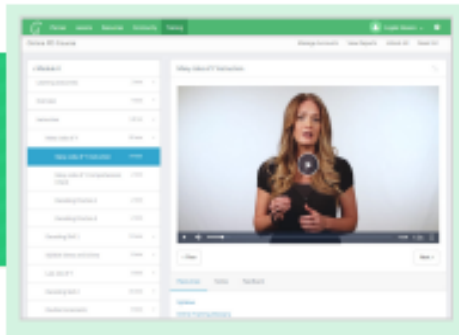
To learn more about the *Reading Horizons Discovery®* Implementation Coach Program contact your account representative at 800.333.0054.

The Reading Horizons Elevate® Implementation Partner Program was designed to ensure a successful and sustainable Reading Horizons implementation at your school. This program targets the needs of struggling readers and English Language Learners in grades 4 and above.

FEATURE	DESCRIPTION
Unlimited school-wide access to the Reading Horizons Elevate® Software*	<p>Your school will receive unlimited access to the <i>Reading Horizons Elevate</i>® Software for students in grades 4+. The software provides assessment, instruction, and activities that reinforce the Reading Horizons method. Students can access the software anywhere with an internet connection—including their homes.</p> <p>*For \$5,000 your school can add unlimited access to the <i>Reading Horizons Discovery</i>® Software for grades K-3. This add-on is solely for the software, the other implementation resources will only be available for <i>Reading Horizons Elevate</i>®.</p>
Two In-Person Training Days	Each school will receive an initial in-person two-day training that has a focus on implementation. The training is designed to introduce your teachers to the Reading Horizons method, the direct instruction materials, and instructional software. When possible, the training will be conducted by the Reading Horizons Implementation Coach that has been assigned to your school.
Two In-Person Coaching Days	Your Reading Horizons Implementation Coach will visit your school once in the fall and once in the spring to conduct observations and provide feedback to ten of your teachers per coaching day.
Virtual coaching with an Implementation Coach*	<p>Virtual coaching will allow a Reading Horizons Implementation Coach to observe a teacher in the classroom without having to be on site. This can be done to assist a teacher with a lesson or to follow-up on previous coaching sessions.</p> <p>*Available upon request.</p>
Access to the Reading Horizons Online Professional Development Course	The Reading Horizons Online Professional Development Course provides an additional 10-12 hours of professional development in six highly engaging modules. Designed to be accessible throughout the school year, your teachers will be able to review the skills prior to teaching them to students or anytime that they need a refresher.

The *Reading Horizons Elevate*[®] Implementation Partner Program was designed to ensure a successful and sustainable Reading Horizons implementation at your school. This program targets the needs of struggling readers and English Language Learners in grades 4 and above.

FEATURE	DESCRIPTION
Unlimited school-wide access to the <i>Reading Horizons Elevate</i> [®] Software*	<p>Your school will receive unlimited access to the <i>Reading Horizons Elevate</i>[®] Software for students in grades 4+. The software provides assessment, instruction, and activities that reinforce the Reading Horizons method. Students can access the software anywhere with an internet connection—including their homes.</p> <p>*For \$5,000 your school can add unlimited access to the <i>Reading Horizons Discovery</i>[®] Software for grades K-3. This add-on is solely for the software, the other implementation resources will only be available for <i>Reading Horizons Elevate</i>[®].</p>
Two In-Person Training Days	Each school will receive an initial in-person two-day training that has a focus on implementation. The training is designed to introduce your teachers to the Reading Horizons method, the direct instruction materials, and instructional software. When possible, the training will be conducted by the Reading Horizons Implementation Coach that has been assigned to your school.
Two In-Person Coaching Days	Your Reading Horizons Implementation Coach will visit your school once in the fall and once in the spring to conduct observations and provide feedback to ten of your teachers per coaching day.
Virtual coaching with an Implementation Coach*	<p>Virtual coaching will allow a Reading Horizons Implementation Coach to observe a teacher in the classroom without having to be on site. This can be done to assist a teacher with a lesson or to follow-up on previous coaching sessions.</p> <p>*Available upon request.</p>
Access to the Reading Horizons Online Professional Development Course	The Reading Horizons Online Professional Development Course provides an additional 10-12 hours of professional development in six highly engaging modules. Designed to be accessible throughout the school year, your teachers will be able to review the skills prior to teaching them to students or anytime that they need a refresher.



Reading Horizons Online Professional Development Course For LAUSD teachers

At Reading Horizons, we have a dream.
We want to significantly raise the
percentage in this statistic:

**Only 34-35% of students
in 4th and 8th grade read at
or above proficiency**

2019 NATIONAL ASSESSMENT OF EDUCATIONAL PROGRESS

Luckily, accomplishing this goal
comes down to the very thing educators
love the most: gaining knowledge.
Because, effective reading instruction is
an art. It requires knowledge and skill
beyond what most teachers receive in
their pre-service training.

Research is clear that students are most
likely to become successful readers when
their teachers provide explicit, systematic,
and sequential phonics instruction.
But implementing this research in the
classroom is far from intuitive.

To prepare teachers to transform
their reading instruction to match the
research in a way that is both practical
and engaging, we created the
Reading Horizons Online Professional
Development Course. This course
helps teachers master the art of
effective reading instruction in the
most flexible format possible, and it
can be used to supplement in-person
training (recommended) or as a
stand-alone training.

The art of effective reading instruction

“

*I have been a teacher for 26
years, and Reading Horizons
commitment to product
implementation is above what I
have ever experienced. The online
training modules have been a
great resource to refer back to
when teaching the lessons.*

*I love that Reading Horizons
uses an explicit, systematic,
sequential, and multisensory
approach. This provides students
with consistency in learning
phonics and reading as they
move through grades K-3.*

Christy J.
Lauderdale County Schools

Tab 8 – Pricing



The *Reading Horizons Discovery*® Software provides students with the strategies and skills needed to become confident readers. The software provides each student with differentiated instruction that reinforces the concepts taught in the corresponding direct instruction materials. Students are continually assessed throughout instruction to ensure proficiency. When a student shows signs of struggle, the software reviews instruction, notifies the teacher, and offers more practice opportunities.

Purchase Includes:

- Unlimited 800-line phone support
- Free updates and upgrades
- One unlimited administration level access
- User Manual
- Lesson Summary Manual
- Free, unlimited access to Reading Horizons Accelerate®, a website for customers that includes implementation and training resources

Features:

- 100 lessons: 63 method-based lessons; 22 Most Common Words lessons; and 15 reference lessons for basic grammar
- Embedded assessments test each student's skill in phonemic awareness, Most Common Words, spelling, and word recognition
- The RHD Reading Assessment (sold as a separate software add-on) powered by the Lexile® Framework for Reading provides a baseline Lexile measure for each student and validates progress throughout instruction
- The Vocabulary Word Wall allows students to practice decoding and build vocabulary
- 74 illustrated age-appropriate stories include comprehension questions
- Six games reinforce concepts and are accessed as students earn points in the lesson and vocabulary sections
- Three mini-games break up long lessons and assessments
- The Administration System includes customizable reports, options for tailoring the software to each student's needs, and tools to maximize account management

Software

Foundational Reading Instruction for Grades K-3



Reading Horizons Discovery® Software

Online | H338

Price*

Student entry (minimum of 20 entries)	\$110.00/year
RHD Reading Assessment Add-on*	\$10.00/entry/year

*The RHD Reading Assessment purchase must include entries for every student within a *Reading Horizons Discovery*® Software account. The annual renewal is full retail price.

Special pricing for [Reading Horizons Partner Program](#) is available upon request.

*Prices are subject to change without notice.

Reading Horizons Discovery® Online System Requirements

Windows

2.33GHz or faster x86-compatible processor, or Intel® Atom™ 1.6GHz or faster processor for netbooks
Windows Vista® or later
Flash Player 11.0 or greater and/or Internet Explorer 7.0 or later, Mozilla Firefox 4.0 or later, Google Chrome, or Safari 5.0 or later
512MB of RAM (1GB of RAM recommended for netbooks); 128MB of graphics memory

Mac OS

Intel Core™ Duo 1.83GHz or faster Intel processor
Mac OS X v10.8 or later
Flash Player 11.0 or greater and/or Safari 5.0 or later, Mozilla Firefox 4.0 or later, or Google Chrome
512MB of RAM; 128MB of graphics memory

iOS

iPad 2 or greater
iOS 8.4 or greater
Internet connection

App Names

Reading Horizons Discovery
Clubhouse
Reading Horizons Discovery Vocab
Reading Horizons Discovery Library
Reading Horizons Discovery Games

Chromebooks

1.4 GHz or faster processor
2GB of RAM



Direct Instruction

Kindergarten Reading Instruction

Kindergarten Teacher's Kit

The *Reading Horizons Discovery*® Kindergarten Teacher's Kit include all of the materials needed to prepare and implement research-based reading instruction in the classroom. Each lesson is organized in a way that makes it easy for teachers to engage students in explicit, systematic, and multisensory reading instruction.

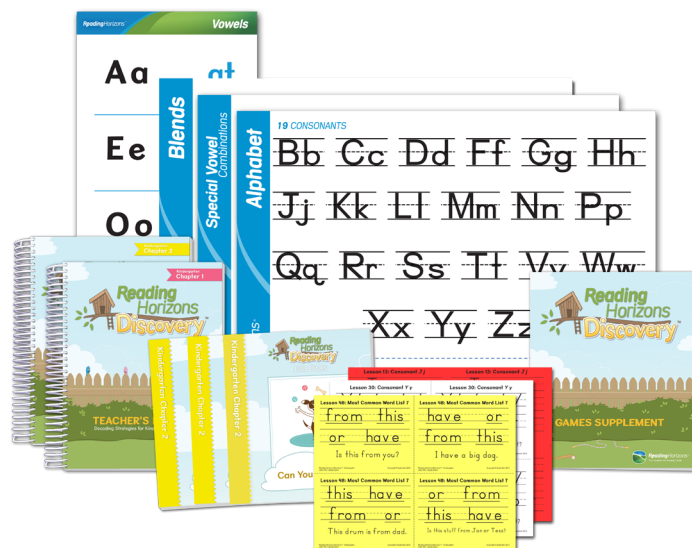
- The Teacher's Manual (two volumes) includes lesson plans for teaching alphabet sounds, blends, basic sight words, and basic word formation; corresponding blackline masters, teacher aids, and activities can be accessed through RHAccelerate.com
- 696 large-print Transfer Cards are used for student practice and skill reinforcement
- Four wall posters (Alphabet, Blends, Special Vowel Combinations, and Vowels) serve as a reference to sounds and skills learned
- The Games Supplement includes differentiated activities for each lesson
- Little Books (20 books in a set) provide students with full-color stories that reinforce the skills taught in the lessons; the number of Little Book sets is different depending on which package is purchased, the standard kit comes with one set
- Tote bag

Kindergarten Little Books

20 full-color Little Books contain controlled vocabulary and original illustrations. These stories reinforce the concepts taught in the Kindergarten Teacher's Manual and corresponding software lessons.

Little Books Teacher Edition

The *Reading Horizons Discovery*® Little Books Teacher Edition serves as a reference for teachers to see stories displayed by lesson number and skill, Lexile Measure, and decodability percentage. An answer key to comprehension questions is also provided. The Little Books Teacher Edition covers the books for both Kindergarten and grades 1-3.



Kindergarten Teacher's Kit Packages

C550-000 Kindergarten Teacher's Kit	\$399.00
C550-050 Kindergarten Classroom Kit	\$699.00

*The Classroom Kit includes a full Kindergarten Teacher's Kit plus five sets of the Little Books in addition to the set that comes with the Teacher's Kit and one Little Books Teacher Edition.



Kindergarten Little Books Packages

C856-001 Kindergarten Little Books (full set of 20 books)	\$59.99
C856-000 Kindergarten Little Books Bundle*	\$299.00
C856-055 Kindergarten Little Books Classroom Set**	\$1,450.00
C850-010 Teacher's Edition	\$9.99

*The Kindergarten Little Books Bundle includes five sets of the Kindergarten Little Books (one set includes 20 books) one Little Books Teacher Edition.

**The Kindergarten Little Books Classroom Set includes 25 sets of the Kindergarten Little Books (one set includes 20 books) one Little Books Teacher Edition.



Direct Instruction

Foundational Reading Instruction for Grades 1-3

Grades 1-3 Teacher's Kit

The *Reading Horizons Discovery*® Teacher's Kit for grades 1-3 includes all of the materials needed to prepare and implement research-based reading instruction in the classroom. Each lesson is organized in a way that makes it easy for teachers to engage students in explicit, systematic, and multisensory reading instruction.

The Teacher's Kit includes:

- Teacher's Manuals (six volumes divided by chapter) with lesson plans for teaching the Reading Horizons method, Most Common Words, and basic grammar; corresponding blackline masters, teacher aids, and activities are available at [RHAccelerate.com](https://rhaccelerate.com)
- 756 Transfer Cards used for student practice and skill reinforcement
- Seven wall posters (42 Sounds of the Alphabet, Blends, Vowels, Special Vowel Combinations, Adjacent Vowels, Five Phonetic Skills, and Two Decoding Skills) for student reference
- Games Supplement with differentiated activities for each lesson
- Little Books (54 books in a full set) that reinforce the skills taught in the lessons
- Tote bag

Grades 1-3 Teacher's Kit Packages

Different package options are available that include the *Reading Horizons Discovery*® Spelling Supplement and additional Little Books for classroom use. For more information on these products, refer to the price sheet specific to the Spelling Supplement and Little Books.



Grades 1-3 Teacher's Kit Packages

	Teacher's Kit	Reader Bundle	Classroom Kit (Limited)	Classroom Kit	Smart Pack*
Product ID	C500	C500-050	G1: C500-081 G2: C500-082 G3: C500-083	G1: C500-071 G2: C500-072 G3: C500-073	G1: C450-100 G2: C450-200 G3: C450-300
Teacher's Manual (six volumes)	X	X	X	X	
756 Transfer Cards	X	X	X	X	
Seven Wall Posters	X	X	X	X	
Games Supplement	X	X	X	X	
Little Books (single set of 54 books)	X	X	X	X	
5 Sets of Little Books		X		X	X
Little Books Teacher's Edition		X		X	X
Spelling Supplement (Grade 1, 2, or 3)			X	X	X
Tote Bag	X	X	X	X	
PRICE	\$649.00	\$1,399.00	\$899.00	\$1,649.00	\$999.00

*The Smart Pack is only available to customers who already have a Teacher's Kit and want to complete the kit with these useful resources.

G1 = Grade 1 | G2 = Grade 2 | G3 = Grade 3



Direct Instruction

Foundational Reading Instruction for Grades 1-3

Grades 1-3 Spelling Supplement

The *Reading Horizons Discovery*® Spelling Supplement provides an explicit guide for teaching students how to encode and prove words are spelled correctly. The Spelling Supplement is perfectly correlated to the *Reading Horizons Discovery*® reading program.

The Spelling Supplement includes:

- Instructor Cards with lesson plans for six weeks of 15-20 minutes of daily, explicit spelling instruction to complement the decoding focus of the *Reading Horizons Discovery* reading program. Each lesson includes pre- and post-tests.
- Review Activities Manual with activities for every six weeks of spelling instruction and cumulative assessments to ensure skill mastery.
- Teacher Resources Manual with answer keys and scoring information for each pre- and post-test, a variety of student activities for each lesson, timeline information, and other teacher resources.
- Student Engagement Activities for each lesson: word sorts, cloze passages, a writing prompt, and two homework pages; templates for teacher-directed instruction, student activities, and other resources for differentiated activities. Available at RHAccelerate.com.



Grades 1-3 Spelling Supplement

C400-100 Grade 1 Spelling Supplement	\$249.00
C400-200 Grade 2 Spelling Supplement	\$249.00
C400-300 Grade 3 Spelling Supplement	\$249.00

Grades 1-3 Little Books

The *Reading Horizons Discovery*® Little Books for grades 1-3 include 54 full-color stories written with controlled vocabulary and decodable text. These stories reinforce the concepts learned throughout the *Reading Horizons Discovery*® reading system. This set covers Chapters 2-6 (there are no books for Chapter 1). Different package options are available to meet a variety of classroom needs.

Little Books Teacher Edition

The *Reading Horizons Discovery*® Little Books Teacher Edition serves as a reference for teachers to see stories displayed by lesson number and skill, Lexile Measure, and decodability percentage. An answer key to comprehension questions is also provided. The Little Books Teacher Edition covers the books for both Kindergarten and grades 1-3.



Grades 1-3 Little Books Packages

C850-000 Little Books Full Set	\$159.00
C850-050 Little Books Bundle*	\$789.00
C800-055 Little Books Classroom Set**	\$3,899.00
C850-010 Little Books Teacher Edition	\$9.99

*The Little Books Bundle includes five full sets of the Grades 1-3 Little Books (54 books in one set) plus one Little Books Teacher Edition.

**The Little Books Classroom Set includes 25 full sets of the Little Books plus one Little Books Teacher Edition.



Direct Instruction

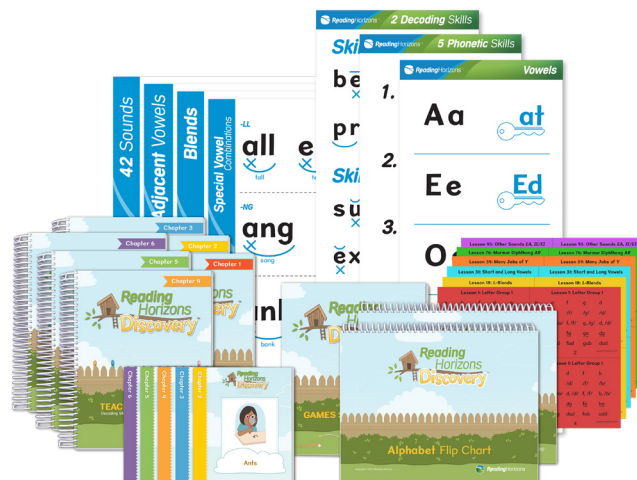
Reading Intervention for Grades 1-3

Special Education Teacher's Kit

The *Reading Horizons Discovery*® Teacher's Kit for Special Education includes all of the materials needed to prepare and implement research-based reading instruction in intervention settings. Each lesson is organized in a way that makes it easy for teachers to engage students in explicit, systematic, and multisensory reading instruction.

The Teacher's Kit includes:

- The Teacher's Manual (six volumes divided by chapter) includes lesson plans and an Enrichment CD, which contains blackline masters, teacher aids, and activities
- 756 large-print Transfer Cards are used for student practice and skill reinforcement
- Seven wall posters (42 Sounds of the Alphabet, Blends, Special Vowel Combinations, Adjacent Vowels, Five Phonetic Skills, and Two Decoding Skills) serve as a reference to sounds and skills learned
- The Games Supplement includes differentiated activities for each lesson
- Little Books (54 books in a set) provide students with full-color stories that reinforce the skills taught in the lessons; the number of Little Book sets is different depending on which package is purchased, the standard kit comes with one set
- Flip charts provide opportunities to practice alphabet and blend sounds
- Tote bag



Special Education Teacher's Kit Packages

	SPED Teacher's Kit	SPED Reader Bundle	Classroom Kit (Limited)	SPED Classroom Kit	Smart Pack*
Product ID	C560	C560-050	G1: C560-081 G2: C560-082 G3: C560-083	G1: C560-071 G2: C560-072 G3: C560-073	G1: C450-100 G2: C450-200 G3: C450-300
Teacher's Manual (six volumes)	X	X	X	X	
756 Transfer Cards	X	X	X	X	
Seven Wall Posters	X	X	X	X	
Games Supplement	X	X	X	X	
Flip Charts	X	X	X	X	
Little Books (single set of 54 books)	X	X	X	X	
5 Sets of Little Books		X		X	X
Little Books Teacher's Edition		X		X	X
Spelling Supplement (Grade 1, 2, or 3)			X	X	X
Tote Bag	X	X	X	X	
PRICE	\$699.00	\$1,450.00	\$949.00	\$1,699.00	\$999.00

*The Smart Pack is only available to customers who already have a Teacher's Kit and want to complete the kit with these useful resources.

G1 = Grade 1 | G2 = Grade 2 | G3 = Grade 3

The *Reading Horizons Elevate*® Software uses age-appropriate, data-driven instruction to help older students attack the holes in their foundational reading skills. The software activities help students build decoding, pronunciation, vocabulary, grammar, fluency, and comprehension skills.

Online Access

The online software requires a login for each student. Student accounts may be deleted at any time and replaced with new students. The online software can be accessed from any computer with an internet connection—allowing students to access the software from home.

Purchase Includes:

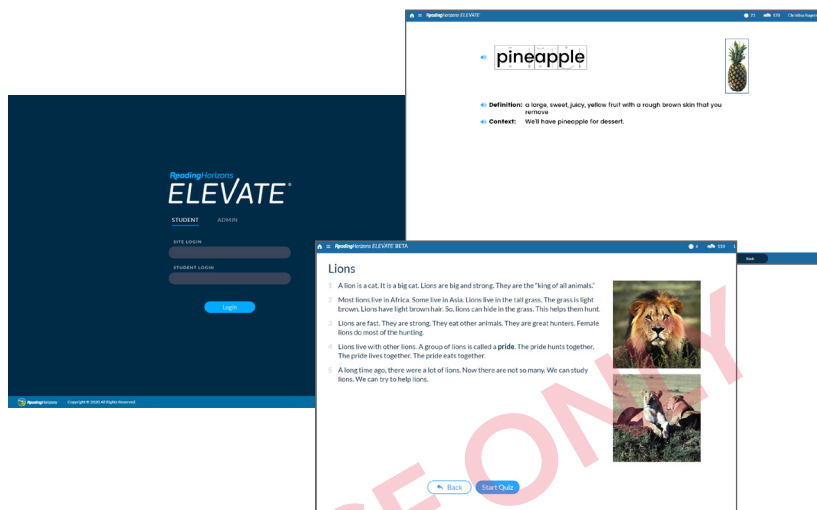
- Unlimited 800-line phone support
- Free updates and upgrades
- One unlimited administration level access
- User Manual
- Lesson Summary Manual
- Unlimited access to the free resources on *Reading Horizons Accelerate*®, a website for customers that includes implementation and training resources

Features:

- The Diagnostic Assessment sets the initial benchmark and prescribes a deeply targeted lesson track for each student
- Progress Monitoring Assessments gauge students' skill mastery and growth
- 75 competency-based, multisensory, interactive lessons teach decoding skills and basic grammar
- Chapter Tests ensure mastery and adapt instruction when additional review is needed
- 20 activity-based lessons teach Most Common Words
- Over 12,000 vocabulary terms help students master decoding skills and improve reading fluency and comprehension
- The Reading Library Assessment and 326 passages powered by the Lexile® Framework for Reading build comprehension and fluency
- The Pronunciation Proficiency Tool shows proper pronunciation with human mouth videos and animated cutaways
- The Administration System offers a wide range of reports, student options, and other account management tools

Online Software

Reading Intervention for Grades 4+



Reading Horizons Elevate® Software Online | H238

	Price*
Student entry (minimum of 20 entries)	\$110.00/year
Alternative Language Narrations**	\$10.00/language/year
Unlimited Site License	\$9,995.00/site

*Prices are subject to change without notice.

**Languages may be purchased for individual student entries.

Reading Horizons Elevate® Online System Requirements

Windows

1.5GHz or faster processor
2GB of RAM
Internet connection
Modern web browser

Mac OS

Mac OS X v10.8 or later
1.5GHz or faster processor
2GB of RAM
Internet connection
Modern web browser

iOS

iOS 9.2 or greater
iPad 2 or newer
Internet connection
Modern web browser

Chromebooks

1.5 GHz or faster processor
2GB of RAM

The *Reading Horizons Elevate®* Software uses age-appropriate, data-driven instruction to help older students attack the holes in their foundational reading skills. The software activities help students build decoding, pronunciation, vocabulary, grammar, fluency, and comprehension skills.

Network Package

Network licenses are purchased for each client computer. The software may be loaded onto any number of computers, but student access is dictated by number of licenses purchased. The lesson material is loaded directly onto a network server, allowing students to run the software from any computer connected to the network. An unlimited number of students may be entered into the Administration System.

Stand-Alone Package

One license is needed for each computer that will be running the software. An unlimited number of individual students may use a single computer with one concurrent user per machine.

Purchase Includes:

- Unlimited 800-line phone support
- Automatic upgrades to the most current software version
- User Manual
- Lesson Summary Manual
- Unlimited access to free resources on Reading Horizons Accelerate™, a website for customers that includes implementation and training resources

Features:

- Lessons and activities are identical to the online version, including 75 lessons, 20 Most Common Words lessons, 12,000 vocabulary terms, and the Library component containing 326 Lexile® leveled passages (see the reverse side for more details)
- Administration functions are identical, including reports, student options, and account management features

***Current orders will receive Reading Horizons Elevate® v7 until v8 is available for LAN.**

Computer Software

Reading Intervention for Grades 4+



Reading Horizons Elevate® Software Network/Stand Alone | H228N/H228

	Price*
License	\$425.00/year
Alternative Language Narrations	\$49.00/language/license

*Prices are subject to change without notice.

Reading Horizons Elevate® Software System Requirements

Stand Alone

Windows Vista®, 7, 8, 8.1, 10,
Windows Server® 2003 R2, 2008,
2012 R2
Mac OS X v.10.6, v.10.7, v.10.8, v.10.9,
v.10.10, v.10.11
1.5GHz processor
1GB of RAM
8GB hard drive space
DVD drive

LAN Server

Windows 7 or later, Windows Server®
2008R2 SP1, or later
Mac OS X v10.8 or later
1.5GHz or faster processor
2GB of RAM
8GB hard drive space

Teacher's Kit

The Reading Horizons Elevate[®] Teacher's Kit includes all of the materials needed to prepare and deliver research-based direct instruction lessons to struggling readers and English Language Learners.

The Teacher's Kit includes:

- Teacher's Manuals (six volumes) cover lesson plans and activities for older students, including clearly marked ELL language guidelines and aids; corresponding teacher aids and activities are available at RHAccelerate.com
- Supplementary Materials Manual includes the Teacher Supplement, ELL Supplement, Games Supplement, and additional resources
- 624 Transfer Cards for student practice and skill reinforcement
- Seven wall posters (42 Sounds of the Alphabet, Blends, Vowels, Special Vowel Combinations, Adjacent Vowels, Five Phonetic Skills, and Two Decoding Skills) for student reference
- Reading Library Books (full set includes four books) with hundreds of reading passages that help students transfer the skills they learn in the lessons to leveled text; the number of sets is different depending on which package is purchased
- The Reading Library Teacher's Edition contains the answers to each comprehension question and the assigned Lexile[®] measure for each passage
- One Student Book (consumable) with worksheets and activities that correlate directly with the software and teacher materials
- One English Language Enhancement (consumable) booklet offers additional activities for English Language Learners
- Tote bag

English Language Enhancement

This booklet provides additional activities for English Language Learners as they proceed through the Reading Horizons curriculum. It integrates vocabulary strategies, pronunciation practice, and a cultural reference section to expand the program's usefulness for English Language Learners. This item is consumable.

Direct Instruction

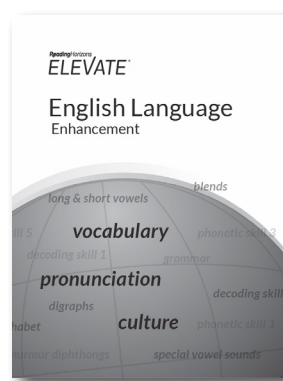
Reading Intervention for Grades 4+



Teacher's Kit Packages

C610-000 Teacher's Kit	\$499.00
C610-050 Classroom Kit*	\$875.00

*The Classroom Kit includes a full Teacher's Kit plus five sets of the Reading Library Books in addition to the set that comes with the Teacher's Kit.



English Language Enhancement

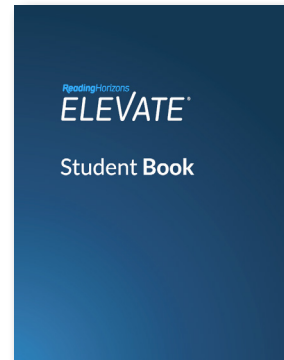
C610-505 English Language Enhancement	\$17.99 each
C610-507 English Language Enhancement (Set of 100)	\$1,699.00
C610-508 English Language Enhancement (Set of 500)	\$8,499.00

Direct Instruction

Reading Intervention for Grades 4+

Student Book

The *Reading Horizons Elevate*® Student Book was developed to provide reinforcement activities for students while in class or at home. The Student Book activities provide a simple review of the skills taught and allow students to practice marking words, reading passages that contain connected text, and then applying the skill to see it in context.



Student Book

C610-515 Student Book	\$19.99 each
C610-517 Student Book (Set of 100)	\$1,899.00
C610-518 Student Book (Set of 500)	\$9,499.00

Reading Library Books

The Reading Library books contain the passages that are presented in the Reading Horizons software library. The passages are leveled from 1st-12th grade and include graphics and comprehension questions. Book 1 includes passages that range from first to fourth grade, Book 2 fifth to sixth, Book 3 seventh to eighth, and Book 4 ninth to twelfth. The Teacher's Edition contains the answers to each comprehension question and Lexile® scores for each passage.



Reading Library Packages

C610-601 Book 1 (Reading Grade Levels 1-4)	\$19.99 each
C610-602 Book 2 (Reading Grade Levels 5-6)	\$19.99 each
C610-603 Book 3 (Reading Grade Levels 7-8)	\$19.99 each
C610-604 Book 4 (Reading Grade Levels 9-12)	\$19.99 each
C610-610 Teacher's Edition	\$14.99 each
C610-600 Reading Library Complete Set*	\$89.95
C610-650 Reading Library Classroom Set**	\$399
C610-655 Reading Library 25 Complete Sets + Teacher's Edition	\$1,995

*The Complete Set includes Books 1-4 and a Teacher's Edition.

**The Classroom Set includes five sets of Books 1-4 and one Teacher's Edition.

Partner Packages

Strategies for Teaching Reading to Beginning & Struggling Readers

Partner Program (K-12)

\$20,000 first year; \$10,000 annual renewal fee

With this program, schools receive unlimited access to one of Reading Horizons software products, *Reading Horizons Discovery*® for grades K-3 or *Reading Horizons Elevate*® for grades 4+. (Access to both software products is available for an additional \$5,000 each year.) Schools also receive \$10,000 worth of direct instruction materials. Partner schools receive upgrades and updates automatically and will also be able to access new products as they are released.

Partner Program—Implementation Focused (K-12)

Reading Horizons Discovery®: \$34,000 first year; \$19,000 annual renewal fee

Reading Horizons Elevate®: \$29,000 first year; \$15,000 annual renewal fee

The Reading Horizons Partner Program (Implementation Focused) has been designed to ensure reading success for partner schools. Schools receive two days of initial on-site training and two additional on-site coaching days to be used during the school year, a \$10,000 value. In addition, staff members have unlimited access to an implementation expert throughout the school year and to monthly online question and answer sessions, a \$4,000 value. The renewal fee includes two days of on-site staff development annually with ongoing support and monthly online support sessions. Schools also receive unlimited access to one of Reading Horizons software products, and \$10,000 worth of direct instruction materials. Partner schools receive upgrades and updates automatically.

Implementation Options

					
	Direct Instruction	Software	Software + Direct Instruction	Partner Program	Implementation Partner
Implementation Coach					X
Unlimited Software Access				X	X
Software Access		X	X		
Direct Instruction Materials	X		X	X	X
Professional Development	X	X	X	X	X
Unlimited Customer Support	X	X	X	X	X
Implementation Website	X	X	X	X	X

Teacher Training

Strategies for Teaching Reading to Beginning & Struggling Readers

Reading Horizons Professional Development Package | H480 RHD/RHE

\$5,000 (Up to 25 attendees/
unlimited licenses)

The H480 package is the standard professional development option for implementing Reading Horizons. This package includes one day of hands-on, in-person instruction in either the *Reading Horizons Discovery*® or *Reading Horizons Elevate*® course. Attendees will be familiarized with the history of the method, instructed in the basic framework of the program, and participate in games and activities to become familiar with what the students experience. The single day of training is paired with unlimited annual site access to the Reading Horizons Online Professional Development Course. The course includes six in-depth, virtual training modules corresponding to the six chapters in the Reading Horizons program. The modules are accessible year-round on *Reading Horizons Accelerate*®.

Reading Horizons Online Professional Development Course | H480

\$100/person/year or \$2,500/
unlimited site access/year

The Reading Horizons Online Professional Development Course consists of six virtual training modules corresponding with the six chapters of the Reading Horizons program plus one introduction module. The six core content modules begin with a pre-test to determine depth of instruction, explicit instruction and practice in the content, practice and application, classroom observation videos, and a posttest to assess understanding. The modules are completed sequentially for instruction but can be reviewed in any order after completion of each module. A certificate of completion is provided when the modules are complete. Licenses are renewed annually.

Two-Day Reading Horizons Workshop (Elementary or Secondary) | H410 RHD/RHE

\$3,500/Day (up to 25 attendees)

The H410 is two days of hands-on instruction in the *Reading Horizons Discovery*® or *Reading Horizons Elevate*® course. Attendees will be familiarized with the history of the method; instructed in the basic framework of the program, from the alphabet all the way through syllabication; and will participate in games and activities to become familiar with what the students experience. The workshop is hands-on and engaging. Teachers are empowered with the proven strategies to help their students improve reading. Attendees are prepared to implement the program and are familiarized with different options for presenting the program to their students.

Reading Horizons Coaching (K-12) | H475

\$3,500.00/day (1-5 days), plus
Certified Instructor expenses

This coaching provides on-site observation and training conducted by a Certified Workshop Instructor for the reading coach/facilitator and teachers who have adopted the Reading Horizons method. Coaching ensures proper implementation of the program, especially during the first year of instruction. The coaching time can be tailored to the institution's needs.

Reading Horizons Accelerate® Implementation Website

Free for customers

The *Reading Horizons Accelerate*® website (RHAccelerate.com) is a free customer resource dedicated to helping you implement this system in your school. Accelerate provides teaching tips, product demonstrations, instructional aids, and customer support. When purchased, the Reading Horizons Online Professional Development Course is accessed through the Accelerate website.



To whom it may concern,

All services listed in the **Henrico County Public Schools RFP No. 21-2114-2EMF** by Reading Horizons will be provided as outlined in the proposal submission.

Sincerely,

Drew Frandsen

Literacy Crusader, Reading Horizons

801-335-7104 | 801-888-4870 cell

For evaluation purposes, provide pricing for each grade level offered based on your firm's pricing model and the information listed below.									
Class size: 10 Students per class/1 teacher									
Provide total cost per class, Professional Development, Licenses, and Consumeables for									
	YEAR 1								
Grade Level									
K	\$399								
1	\$649								
2	\$649								
3	\$649								
4									
5									
6									
7									
8									
9									
10									
11									
12									
Professional Development -	\$200 per teacher								
Licenses -	\$110 per student								
Consumeables -	No consumeables								
Grand Total	Kindergarten-----\$1699 First Grade-----\$1949 Second Grade-----\$1949 Third Grade-----\$1949								
Class size: 10 Students per class/1 teacher									
Provide total cost per class, Professional Development, Licenses, and Consumeables for each year. Provide one worksheet per program your firm is offering.									

For evaluation purposes, provide pricing for each grade level offered based on your firm's pricing model and the information listed below.									
Class size: 10 Students per class/1 teacher									
Provide total cost per class, Professional Development, Licenses, and Consumeables for									
	YEAR 2								
Grade Level									
K	\$399								
1	\$649								
2	\$649								
3	\$649								
4									
5									
6									
7									
8									
9									
10									
11									
12									
Professional Development -	\$200 per teacher								
Licenses -	\$110 per student								
Consumeables -	No consumeables								
Grand Total	Kindergarten-----\$1699 First Grade-----\$1949 Second Grade-----\$1949 Third Grade-----\$1949								
Class size: 10 Students per class/1 teacher									
Provide total cost per class, Professional Development, Licenses, and Consumeables for each year. Provide one worksheet per program your firm is offering.									

For evaluation purposes, provide pricing for each grade level offered based on your firm's pricing model and the information listed below.									
Class size: 10 Students per class/1 teacher									
Provide total cost per class, Professional Development, Licenses, and Consumeables for									
	YEAR 3								
Grade Level									
K	\$399								
1	\$649								
2	\$649								
3	\$649								
4									
5									
6									
7									
8									
9									
10									
11									
12									
Professional Development -	\$200 per teacher								
Licenses -	\$110 per student								
Consumeables -	No consumeables								
Grand Total	Kindergarten-----\$1699 First Grade-----\$1949 Second Grade-----\$1949 Third Grade-----\$1949								
Class size: 10 Students per class/1 teacher									
Provide total cost per class, Professional Development, Licenses, and Consumeables for each year. Provide one worksheet per program your firm is offering.									

For evaluation purposes, provide pricing for each grade level offered based on your firm's pricing model and the information listed below.									
Class size: 10 Students per class/1 teacher									
Provide total cost per class, Professional Development, Licenses, and Consumeables for									
	YEAR 4								
Grade Level									
K	\$399								
1	\$649								
2	\$649								
3	\$649								
4									
5									
6									
7									
8									
9									
10									
11									
12									
Professional Development -	\$200 per teacher								
Licenses -	\$110 per student								
Consumeables -	No consumeables								
Grand Total	Kindergarten-----\$1699 First Grade-----\$1949 Second Grade-----\$1949 Third Grade-----\$1949								
Class size: 10 Students per class/1 teacher									
Provide total cost per class, Professional Development, Licenses, and Consumeables for each year. Provide one worksheet per program your firm is offering.									

For evaluation purposes, provide pricing for each grade level offered based on your firm's pricing model and the information listed below.									
Class size: 10 Students per class/1 teacher									
Provide total cost per class, Professional Development, Licenses, and Consumeables for									
	YEAR 5								
Grade Level									
K	\$399								
1	\$649								
2	\$649								
3	\$649								
4									
5									
6									
7									
8									
9									
10									
11									
12									
Professional Development -	\$200 per teacher								
Licenses -	\$110 per student								
Consumeables -	No consumeables								
Grand Total	Kindergarten-----\$1699 First Grade-----\$1949 Second Grade-----\$1949 Third Grade-----\$1949								
Class size: 10 Students per class/1 teacher									
Provide total cost per class, Professional Development, Licenses, and Consumeables for each year. Provide one worksheet per program your firm is offering.									

PROGRAM BEING OFFERED: _____ Offeror Name: _____

For evaluation purposes, provide pricing for each grade level offered based on your firm's pricing model and the information listed below.		
Class size: 10 Students per class/1 teacher		
Provide total cost per class, Professional Development, Licenses, and Consumeables for		
	YEAR 1	
Grade Level		
K		
1		
2		
3		
4	\$499	
5	\$499	
6	\$499	
7	\$499	
8	\$499	
9	\$499	
10	\$499	
11	\$499	
12	\$499	
Professional Development -	\$200 per teacher	
Licenses -	\$110 per student	
Consumeables -	No consumeables	
Grand Total	Grades 4-12-----\$1799 per classroom	
Class size: 10 Students per class/1 teacher		
Provide total cost per class, Professional Development, Licenses, and Consumeables for each year. Provide one worksheet per program your firm is offering.		

PROGRAM BEING OFFERED: _____ Offeror Name: _____

For evaluation purposes, provide pricing for each grade level offered based on your firm's pricing model and the information listed below.		
Class size: 10 Students per class/1 teacher		
Provide total cost per class, Professional Development, Licenses, and Consumeables for		
	YEAR 2	
Grade Level		
K		
1		
2		
3		
4	\$499	
5	\$499	
6	\$499	
7	\$499	
8	\$499	
9	\$499	
10	\$499	
11	\$499	
12	\$499	
Professional Development -	\$200 per teacher	
Licenses -	\$110 per student	
Consumeables -	No consumeables	
Grand Total	Grades 4-12-----\$1799 per classroom	
Class size: 10 Students per class/1 teacher		
Provide total cost per class, Professional Development, Licenses, and Consumeables for each year. Provide one worksheet per program your firm is offering.		

PROGRAM BEING OFFERED: _____ Offeror Name: _____

For evaluation purposes, provide pricing for each grade level offered based on your firm's pricing model and the information listed below.

Class size: 10 Students per class/1 teacher

Provide total cost per class, Professional Development, Licenses, and Consumeables for

	YEAR 3	
Grade Level		
K		
1		
2		
3		
4	\$499	
5	\$499	
6	\$499	
7	\$499	
8	\$499	
9	\$499	
10	\$499	
11	\$499	
12	\$499	
Professional Development -	\$200 per teacher	
Licenses -	\$110 per student	
Consumeables -	No consumeables	
Grand Total	Grades 4-12-----\$1799 per classroom	
Class size: 10 Students per class/1 teacher		
Provide total cost per class, Professional Development, Licenses, and Consumeables for each year. Provide one worksheet per program your firm is offering.		

PROGRAM BEING OFFERED: _____ Offeror Name: _____

For evaluation purposes, provide pricing for each grade level offered based on your firm's pricing model and the information listed below.		
Class size: 10 Students per class/1 teacher		
Provide total cost per class, Professional Development, Licenses, and Consumeables for		
	YEAR 4	
Grade Level		
K		
1		
2		
3		
4	\$499	
5	\$499	
6	\$499	
7	\$499	
8	\$499	
9	\$499	
10	\$499	
11	\$499	
12	\$499	
Professional Development -	\$200 per teacher	
Licenses -	\$110 per student	
Consumeables -	No consumeables	
Grand Total	Grades 4-12-----\$1799 per classroom	
Class size: 10 Students per class/1 teacher		
Provide total cost per class, Professional Development, Licenses, and Consumeables for each year. Provide one worksheet per program your firm is offering.		

PROGRAM BEING OFFERED: _____ Offeror Name: _____

For evaluation purposes, provide pricing for each grade level offered based on your firm's pricing model and the information listed below.		
Class size: 10 Students per class/1 teacher		
Provide total cost per class, Professional Development, Licenses, and Consumeables for		
	YEAR 5	
Grade Level		
K		
1		
2		
3		
4	\$499	
5	\$499	
6	\$499	
7	\$499	
8	\$499	
9	\$499	
10	\$499	
11	\$499	
12	\$499	
Professional Development -	\$200 per teacher	
Licenses -	\$110 per student	
Consumeables -	No consumeables	
Grand Total	Grades 4-12-----\$1799 per classroom	
Class size: 10 Students per class/1 teacher		
Provide total cost per class, Professional Development, Licenses, and Consumeables for each year. Provide one worksheet per program your firm is offering.		

Tab 9 – References

Reading Horizons has more than three decades of experience providing foundational reading skills instruction and intervention with thousands of students. One of the leaders in reading software, Reading Horizons Discovery (K-3) is currently in version 7. Reading Horizons programs are used extensively throughout the U.S. as Tier I instruction in K-3, and as intervention in Tier 11, Tier 111, and Special Education for K-12.

The following references support the capacity and quality of Reading Horizons as evidenced from entities currently using or have used our services. These successful implementations are reflective of the Scope of Work for this implementation.

Client Name:	Rockford School District (IL)
Address:	501 7th St. Rockford, IL 61104
Services Provided:	Mainstream foundational reading skills K-3 / Reading intervention K-12
Dates of Service:	October 2016 to present
Contact Name and Title:	Heidi Dettman - Executive Director of Academics
Phone Number:	(815) 996-3182
Email Address:	heidi.dettman@rps205.com

Client Name:	St. Lucie Public Schools (FL)
Address:	501 NW University Blvd. Port St. Lucie, FL 34986
Services Provided:	Mainstream foundational reading skills K-3 / Reading intervention K-3
Dates of Service:	May 2018 to present
Contact Name and Title:	Kimberly Jay - Director of Elementary Curriculum
Phone Number:	(772) 429-7546
Email Address:	kimberly.jay@stlucieschools.org

Client Name:	Shelby County Schools (TN)
Address:	160 S Hollywood St. Memphis, TN 38112
Services Provided:	Mainstream foundational reading skills K-3 / Reading intervention K-12

Dates of Service:	August 2016 to present
Contact Name and Title:	Dr. Antonio Burt - CAO and Dr. LaShanda Simmons Fason - Early Literacy Advisor
Phone Number:	(901) 416-5271 / (901) 416-4766
Email Address:	aburt@scsk12.org / simmonsld@scsk12.org

Tab 10 – Exceptions

Not applicable.

Tab 11 – Assumptions

Not applicable.

Tab 12 – Appendices

Not applicable.

ATTACHMENT C
Virginia State Corporation Commission (SCC)
Registration Information

The Offeror: HEC Software, Inc. dba Reading Horizons

☐ is a corporation or other business entity with the following SCC identification number:
_____ **-OR-**

☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

☒ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from Bidder's out-of-state location) **-OR-**

☐ is an out-of-state business entity that is including with this bid/proposal an opinion of legal counsel which accurately and completely discloses the undersigned Bidder's current contracts with Virginia and describes why those contracts do not constitute the transaction of business in Virginia within the meaning of §13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

Please check the following box if you have not checked any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids: ☐



DEPARTMENT OF FINANCE
OSCAR KNOTT, CPP, CPPO, VCO
PURCHASING DIRECTOR

COMMONWEALTH OF VIRGINIA
COUNTY OF HENRICO

EXHIBIT G

**RFP #21-2114-2EMF
RTI Reading (K-12) Curriculum for Tier II and Tier III
Questions and Answers
February 17, 2021**

1. Will the district accept programs that target grade bands such as K-8?
Answer: Yes
2. Is Henrico interested in Spanish products designed to address the goals of the RFP? If so, can *only* Spanish products be offered as part of the RFP, or would Spanish products need to be submitted along with RTI products provided in English?
Answer: No
3. If Spanish products are of interest, please provide an estimate of the number of students who would use Spanish products.
Answer: n/a
4. Is Henrico awarding the RFP to a single publisher who can provide all parts of the RFP or award to multiple publishers who may be able to focus on specific grade levels of the RFP or Spanish, for instance.
Answer: Multiple contracts may be awarded.
5. This question is in regards to Page 18: VIII Evaluation (sample materials) and Page 19: #5 Tab 4 samples. If instructional materials are a web-based solution; is a digital demo account access an acceptable sample format to submit?
Answer: Demo account access is acceptable; however, any digital products must support print materials.
6. Under scope of services item #2 Materials provided shall be in a print or a blended format, printed and digital programs. Digital programs must coincide with printed materials. Digital programs that do not coincide with printed materials will not be considered.
 - a. Our resources are available digitally online. We provide downloadable printable formats, but no printed materials are shipped and delivered to schools. Is it correct that we would not be considered for this RFP?
Answer: Any digital products must support the printable formats.

7. Do you intend to award a list of vendors in the RFP or just one vendor?

Answer: See questions #4

8. Will this RFP be replacing for RFP # 16-1261-9EF: RTI Reading And/or Writing (k-5) Digital Curriculum For Tier I, Tier II And Tier III, which has one more possible year for renewal?

Answer: No, RFP #21-2114-2EMF is not replacing RFP #16-1261-9EF

9. What Tier I, II and III programs is the district currently using?

Answer: HCPS currently has a contract for Tier II and Tier III print materials with Wilson Language Training, Center for the Collaborative Classroom, McGraw-Hill and Voyager Sopris Learning.

10. Lexia Learning has an active contract under RFP#16-1261-9EF, which is expiring soon. Is the current RFP#21-2114-2EMF replacing RFP#16-1261-9EF, or will another RFP be released?

Answer: RFP #21-2114-2EMF is not replacing contracts under RFP #16-1261-9EF.

11. Is it possible to grant an extension for question since Monday 2/15/2021 is a holiday?

Answer: There will not be an extension for questions.

12. We were just notified of this RFP. Please let us know what further steps are needed.

Answer: Refer to the RFP for instruction on submitting a proposal.

13. The proposed solution shall cover remediation and intervention for all areas of reading (decoding, phonemic awareness, comprehension, fluency, and vocabulary). Offerors shall also include programs that offer comprehensive literacy support (including writing support) for our Tier I and Tier II students.

Question - Are you looking for an intervention as well as a comprehensive literacy program?

Answer: We are looking for an intervention.

14. Materials provided shall be in a print or a blended format, printed and digital programs. Digital programs must coincide with printed materials. Digital programs that do not coincide with printed materials will not be considered.

Question: Would a print program supplemented by digital teacher resources be acceptable?

Answer: Yes. As long as the digital programs support the print material.

15. Materials used for Tier II or III Intervention may not be grade-level specific in order to provide intervention that meets the instructional level of each student. The Successful Offeror(s) may choose to include some Tier I materials that could be used for Tier II and Tier III Interventions for students not yet functioning on grade level.

Question: Are you looking specifically for a K-12 program, or would a K-5 program be acceptable?

Answer: Any grade band will be considered.

16. The RFP states vendors should submit samples in print format. Due to most vendors still working remotely, would it be acceptable instead of actual print samples, to send comprehensive samples that include sample lessons?

Answer: No

17. RFP page 3, item 7, notes, “Materials used for Tier II intervention should target the improvement of basic skill deficits while supporting and enhancing Tier I (Virginia SOLS) instructional objectives in a different instructional design rather than replace or duplicate it.” Can you please confirm the meaning of “a different instructional design” in this criterion?

Answer: Focus on intervention skills and strategies, not on remediation of standards.



DEPARTMENT OF FINANCE
Oscar Knott, CPP, CPPO, VCO
Purchasing Director

EXHIBIT H

RFP No. 21-2114-2EMF

February 8, 2021
Request for Proposal ("RFP")
RTI Reading (K-12) Curriculum for Tier II and Tier III for
County of Henrico, VA.

Your firm is invited to submit a proposal to provide an RTI reading curriculum for K-12 Tier II and Tier III for Henrico County Public Schools in accordance with the enclosed Specifications and General Terms and Conditions.

Your firm's proposal submittal, **consisting of one (1) complete electronic copy and one (1) redacted electronic copy (if applicable) in a "pdf" format**, will be received no later than **March 5, 2021 at 2:30 p.m.** by submission through the Commonwealth of Virginia's electronic procurement platform [eVA](https://eva.virginia.gov/).

Time is of the essence, and any offeror that attempts to submit a proposal after the appointed hour for submission, will be unable to, because eVA automatically closes the solicitation at the appointed time. The time of receipt shall be determined by the time clock in eVA. Offerors are responsible for ensuring that their proposals are submitted in eVA by the deadline indicated.

Nothing herein is intended to exclude any responsible offeror or in any way restrain or restrict competition. On the contrary, all responsible offerors are encouraged to submit proposals. The County of Henrico reserves the right to accept or reject any or all proposals submitted.

Pursuant to Henrico County Code Section 16-43, the award will be made by the Purchasing Director.

This RFP and any addenda are available on the County of Henrico website at:
<http://henrico.us/finance/divisions/purchasing>, and on eVA at <https://eva.virginia.gov/>.

Should you have any questions concerning this RFP, please contact Eileen M. Falcone at **fal51@henrico.us** by no later than **2:00 p.m., February 15, 2021**.

Very truly yours,
Oscar Knott, CPP, CPPO, VCO
Purchasing Director

Eileen M. Falcone
Assistant Division Director

REQUEST FOR PROPOSAL
RTI Reading (K-12) Curriculum for Tier II and Tier III for
HENRICO COUNTY PUBLIC SCHOOLS

I. INTRODUCTION

A. Purpose:

The purpose of this request for proposal (RFP) is to solicit sealed proposals for an annual contract(s) for Henrico County Public Schools (HCPS) to provide program options that include specific research-based reading intervention materials to be used to support students in grades K – 12, to include exceptional education students, general education students, and English Language Learners (ELL). The expectation is that the RFP will result in the establishment of a contract or contracts that will provide the means to develop a matrix of approved program options and satisfy HCPS's purchase of Tier II and Tier III reading intervention materials and/or specialized instructional materials for students with disabilities. It is important to note that this is **not** a request for a State Standards of Learning (SOL) Remediation program.

B. Background:

HCPS is a large metropolitan school district with just under 50,000 students in 73 schools for the 2020-21 school year. This includes 46 elementary schools, 12 middle schools, 9 high schools, 2 technical centers, 3 program centers, and one preschool.

Services for our exceptional education students are provided in the general education and exceptional education settings specific to the needs of each student. This solicitation is intended to assist exceptional education and general education by providing intervention strategies to remediate students who are academically below their age level or grade level peers or fail to meet expected benchmarks in the area of reading. A range of intervention materials and strategies are needed for meeting the continuum of exceptional education, ELL, and general education student needs across all grade levels (K-12) to support and align with Tier I curriculum content (VA SOLs) and the findings of the National Reading Panel.

Students to be served:

Approximate estimates at each level based on percentages indicated:

	#Enrolled	85% success	Tier II 10%	Tier III 5%
Elementary	21,974	18,678	2,197	1,099
Middle	11,725	9,966	1,173	586
High School	15,579	13,242	1,558	779
Other	529	451	52	26
Totals	49,807	42,337	4,980	2,490

The primary focus for intervention will be students who have reading skills “below age level, below grade level, or below established benchmark measures” according to HCPS data analysis and are in need of Tier II or Tier III interventions in a “Response to Intervention” (RTI) model. Students may already be identified as having a specific learning disability in the area of reading.

In Tier I instruction, all students receive research-based instruction and programs based on the curriculum standards of the state and district and most students (80-85% or more) learn successfully. Progress is regularly monitored during Tier I instruction; usually at the beginning, middle and end of year to determine progress and identify those who need intervention. Intervention at Tier I is typically provided by the classroom teacher.

Students whose progress falls below an established benchmark in Tier I instruction are provided supplemental small group support specific to areas of difficulty through Tier II intervention. Around 10 to 15% of students may need this additional level of specific skill support. Progress is assessed through weekly or bi-weekly measures, charted, and monitored to determine if the progress made is enough.

A very limited number of students (5-7%) may require Tier III instruction. Tier III interventions provide more time and resources to develop academic or behavioral skills of students. Interventions must be scientifically based with progress monitored through weekly or bi-weekly measures and the length and intensity of support may vary. Students who do not demonstrate sufficient progress in Tier III instruction may be considered for further evaluation.

II. SCOPE OF SERVICES

A. General Requirements:

1. The proposed solution shall cover remediation and intervention for all areas of reading (decoding, phonemic awareness, comprehension, fluency, and vocabulary). Offerors shall also include programs that offer comprehensive literacy support (including writing support) for our Tier I and Tier II students.
2. Materials provided shall be in a print or a blended format, printed and digital programs. Digital programs must coincide with printed materials. Digital programs that do not coincide with printed materials will not be considered.
3. Options for materials and strategies provided will be consistent across all schools at each level (elementary, middle, and high) within the HCPS system.
4. The proposed solutions shall have content scaffolding to include a tiered approach and acceleration for students who need additional help with reading skills and those who need to demonstrate reading gains of one or more years.
5. Intervention materials shall be scripted, explicit, systematic, and simple in design, allowing personnel with varying field experience to successfully instruct lessons that address one or more of the major areas of reading (decoding, phonemic awareness, comprehension, fluency, and vocabulary) and support a variety of instructional settings.
6. Instructional materials for students receiving interventions shall include leveled materials, covering an appropriate range of reading levels and provide engaging tasks that are age-appropriate, high interest, and support and remediate basic skills, linking activities to diagnostic assessments.
7. Materials used for Tier II Intervention should target the improvement of basic skill deficits while supporting and enhancing Tier I (Virginia SOLs) instructional objectives in a different instructional design rather than replace or duplicate it. Tier II is **not** a SOL Remediation Program. Program alignment to the VA SOLs could be beneficial in prescribing its use in remediation.

8. Materials used for Tier II Intervention will include student workbooks, manipulatives, and ancillary materials essential for full implementation and will be consistent across the school division and correlated to essential reading components.
9. Materials used for Tier II or III Intervention may not be grade-level specific in order to provide intervention that meets the instructional level of each student. The Successful Offeror(s) may choose to include some Tier I materials that could be used for Tier II and Tier III Interventions for students not yet functioning on grade level.
10. Tier III materials should provide intensive, explicit, systematic instruction. These materials should be targeted to specific academic deficits.

III. TECHNICAL SPECIFICATIONS

A. User Interface

1. Browser Support – the proposed solution shall:
 - a. Be compatible with the current versions of multiple browsers- at minimum, current versions of Internet Explorer, Edge, Safari, Firefox, and Chrome browsers.
 - b. Maintain compatibility with listed browsers and future versions/updates/releases of the listed browsers for the duration of the contract.
 - c. Only require standard browser plugins.
2. The proposed solution will be compliant with the Americans with Disabilities Act requirements for accessibility.
3. The proposed solution shall be cloud-based and delivered via the Internet over wireless LANs to the client's browser.
4. The proposed solution shall provide an intuitive user interface that allows for ease of use by teachers and students.
5. The proposed solution shall support mobile technology including but not limited to the specific mobile devices currently used in HCPS (iOS, Chromebooks and Android Platforms).

B. Integration

1. The proposed solution shall provide methods for user account administration that are easy to use and maintain.
2. The proposed solution shall support a single sign-on solution that does not require staff or students to have a separate account or password for accessing the vendor's application.
3. The proposed solution shall allow for LTI, Azure Active Directory or LDAP as a method of authentication and authorization.
4. The proposed solution shall provide a means to identify the individual or client using the application, authenticate the individual and determine the authorities and rights granted to that individual as well as a reporting engine for tracking usage and progress.
5. Any requirements for student, staff, course, roster or school information must be supported through a common specification. The exchange of data must be through a common protocol and not require the installation of vendor-specific software in the HCPS internal infrastructure. HCPS currently supports the following means of exchanging student information in order of preference but will accept other non-vendor specific protocols:

- a. LTI integration as a Tool Provider (TP) with our LMS Solution (Schoology);
 - b. SIF - Student Information framework;
 - c. Exchange of information through Clever - a third party vendor for exchanging common data for school systems (The Successful Offeror is responsible for any costs incurred with Clever implementation);
 - d. API integration with our SIS, PowerSchool; and,
 - e. File exchange to a vendor-supported sFTP server.
- 6. No additional fees may be charged to HCPS for data integration
 - 7. Solutions that allow for seamless integration of their product through the IMS Global interoperability standards are preferred and shall support the LTI version 1.1® or higher certified as a Tool Provider with HCPSs LMS Solution (Schoology).

C. Infrastructure and System Administration

- 1. The proposed solution shall be deployed on servers and equipment hosted or administered by the Successful Offeror. Hosting the solution on a 3rd party, such as Amazon or Azure, is acceptable.
- 2. The proposed solution will provide a secure, web-based system for data in transit and at rest.
- 3. Successful Offeror(s) will document compliance with all local, state, and federal laws related to student data privacy.
- 4. The proposed solution shall contain neither commercial content nor serve as a vehicle to market goods and services.
- 5. The proposed solution is required to handle at least 60,000+ concurrent HCPS users with no latency.
- 6. If the solution is reliant on LDAP authentication, HCPS will only accept a defined external IP address to allow Firewall transactions and will not accept the allowance of entire network segments.
- 7. HCPS shall have the ability to submit requests for alteration of the digital content (including additional supporting data, modification of current data, or removal of data deemed inappropriate by HCPS) via email or web-based forms embedded in the digital content.

D. Computer, Software, and Network Specifications:

The proposed solution shall meet all performance requirements defined in this document and be currently compatible with the following minimum computer specifications as well as maintaining compatibility with updates/patches/versions of listed software for the duration of the contract (at a minimum beginning with the versions listed below)

- 1. All Staff District-wide; High and Middle School Students
 - a. Software
 - i. OS – Windows 10, 1903 : 64-bit
 - ii. Browsers – Internet Explorer 11; Google Chrome 76.x or above; Microsoft Edge 44.18362.10
 - iii. Java – 1.8.0_171 or above
 - iv. PDF Reader - embedded within Chrome and Edge
 - v. Adobe Reader - standalone application
 - vi. Flash Player – embedded with all browsers

- vii. Adobe Shockwave – 12.2 or above
 - viii. Silverlight: 5.1.x or above
- b. Hardware (Based on Latitude 3380s model):
 - i. Dimensions & Weight
 - 1. Width: 13.19" / 335mm
 - 2. Height: (front/back) 1.06"/26.8mm to 1.22"/30.9 mm
 - 3. Depth: 8.80" / 223.3mm 14.0-inch HD Display
 - 4. Weight 4lbs
 - ii. 13.3-inch HD Anti-Glare LED display
 - iii. 128GB SSD Hard Drive
 - iv. 2.50 GHz Intel® i5 Processor-Dual Core
 - v. 8GB DDR3 SDRAM
 - vi. USB Ports
 - 1. 2.0 - (USB/eSATA combo)
 - 2. 3.0 – 2
 - vii. Video output:
 - 1. HDMI
 - viii. Video Card
 - 1. 128MB Dedicated VRAM
 - 2. 1366X768 - Native Resolution
 - ix. Network Connections:
 - 1. Built-in Wireless Card (802.11ac)
 - 2. 10/100/1000 Gigabit Ethernet
 - x. Other inputs:
 - 1. Stereo headphone/Microphone combo jack
 - 2. Integrated, noise reducing array microphone
 - 3. Integrated HD video webcam
- 2. Elementary Students: Windows Laptops (limited in numbers)
 - a. Software
 - i. OS – Windows 10, 1803 : 64-bit
 - ii. Browsers – Internet Explorer 11; Google Chrome 66.x+ or above; Microsoft Edge 42.17134.1.0 or above
 - iii. Java – 1.8.0_171 or above
 - iv. PDF Reader - embedded within Chrome and Edge
 - v. Adobe Reader - standalone application
 - vi. Flash Player – embedded with all browsers
 - vii. Adobe Shockwave – 12.2 or above
 - viii. Silverlight: 5.5.x or above
 - b. Hardware (Latitude 3180 Education model):
 - i. Dimensions & Weight
 - 1. Width: 11.94" / 303.3mm
 - 2. Height: .82" / 20.8mm
 - 3. Depth: 8.11" / 206.0mm
 - 4. Weight 2.79 lbs / 1.27kg
 - ii. 11-inch HD - Display
 - iii. 64GB eMMC Storage - Hard drive
 - iv. Intel® Pentium® Processor N4200
 - v. 4GB 1600MHz LPDDR3
 - vi. USB Ports
 - 1. 3.1 Gen 1 – 2
 - vii. Video output:
 - 1. HDMI - full size
 - viii. Video Card
 - 1. Intel integrated HD graphics 4600

- 2. Optional AMD Radeon HD 8690M with 2GB memory
 - ix. Network Connections:
 - 1. Intel Dual Band Wireless-AC 7265 802.11AC Wi-Fi + BT 4.0 LE Wireless Card (2x2)
 - x. Other inputs:
 - 1. 2 speakers
 - 2. 1 Combo headphone/microphone jack
 - 3. USB card reader
 - 4. Integrated HD video webcam
3. Elementary Students: Dell Chromebooks (primary device for all elementary students)
- a. Software
 - i. Google Chrome 75.x+ or above
 - b. Hardware (Based on Dell Chromebook 11 3180 model):
 - i. Dimensions & Weight
 - 1. Width: 11.94" / 303.3mm
 - 2. Height: 0.81" / 20.75mm
 - 3. Depth: 8.11" / 206mm
 - 4. Weight 2.79 lbs / 1.27kg
 - ii. 11.6-inch HDF - Display
 - iii. 16GB eMMC - Hard drive
 - iv. Celeron N3060 - Processor
 - v. 4GB Memory - Memory
 - vi. USB Ports
 - 1. 2 USB 3.1 Gen 1
 - vii. Video output:
 - 1. Full size HDMI
 - viii. Video Card
 - 1. Intel integrated HD graphics 4600
 - ix. Network Connections:
 - 1. Built-in Wireless Card (802.11a/g/n)
 - x. Other inputs:
 - 1. 2 speakers
 - 2. Headphone/Microphone jack
4. iOS Devices - Elementary and Secondary
- a. Software
 - i. iOS version - 12.x
 - ii. Safari browser
 - b. Hardware (Based on iPad MR7F2LL/A)
 - i. Dimensions and Weight
 - 1. Height: 9.4 inches
 - 2. Width: 6.6 inches
 - 3. Depth: 0.29 inches
 - 4. Weight: 16.48 ounces
 - 5. A10 Fusion chip with 64-bit architecture, Embedded M10 coprocessor
 - ii. Display:
 - 1. 9.7-inch (diagonal) LED-backlit glossy widescreen
 - 2. LED Backlit with Multi-touch with IPS technology
 - a. 2048-by-1536-pixel resolution.
 - b. Retina Display
 - iii. 32GB Storage
 - iv. Wireless-A, Wireless-AC, Wireless-B, Wireless-G, Wireless-N
 - v. Bluetooth 4.2 Technology
 - vi. Camera, Photos and Video Recording:

1. Camera
 - a. 8-megapixel camera
 - b. Live Photos
 - c. Autofocus
 - d. Panorama (up to 43 megapixels)
 - e. HDR for photos
 - f. Exposure control
 - g. Burst mode
 - h. Tap to focus
 - i. Timer mode
 - j. $f/2.4$ aperture
 - k. Five-element lens
 - l. Hybrid IR filter
 - m. Backside illumination
 - n. Auto image stabilization
 - o. Face detection
 - p. Photo geotagging
2. Video Recording
 - a. 1080p HD video recording (30 fps)
 - b. Slo-mo (120 fps)
 - c. Time-lapse video with stabilization
 - d. Video image stabilization
 - e. Face detection
 - f. 3x video zoom
 - g. Video geotagging
3. FaceTime HD Camera
 - a. 1.2-megapixel photos
 - b. Live Photos
 - c. $f/2.2$ aperture
 - d. Retina Flash
 - e. 720p HD video recording
 - f. Backside illumination
 - g. HDR for photos and videos
 - h. Face detection
 - i. Burst mode
 - j. Exposure control
 - k. Timer mode
- vii. Power and Battery:
 1. Built-in 32.4-watt-hour rechargeable lithium-polymer battery
 2. Up to 10 hours of surfing the web on Wi-Fi, watching video, or listening to music
 3. Charging via power adapter or USB to computer system
- viii. Sensors:
 1. Touch ID (Fingerprint identity sensor built into the Home button)
 2. Three-axis gyro
 3. Accelerometer
 4. Barometer
 5. Ambient light sensor
- ix. Accessibility:

Accessibility features help people with disabilities get the most out of their device. With built-in support for vision, hearing, physical and motor skills, and learning and literacy.

 1. Voice-over
 2. Zoom
 3. Magnifier

4. Siri and Dictation
5. Switch Control
6. Closed Captions
7. Assistive Touch
8. Speak Screen

IV. COUNTY RESPONSIBILITIES

Henrico County Public Schools (HCPS) will designate an individual to act as the County's representative with respect to the work to be performed under this contract. Such individual shall have the authority to transmit instructions, receive information, and interpret and define the County's policies and decisions with respect to the contract. HCPS will monitor and support implementation through content area coaches and specialists, RTI Specialist, and Exceptional Education Specialists.

V. ANTICIPATED PROCUREMENT SCHEDULE

The following represents a tentative outline of the process currently anticipated by the County:

Request for Proposal Distributed	February 8, 2021
Questions Due	February 15, 2021; 2:00 p.m.
Receive Written Proposals	March 5, 2021; 2:30 p.m.
Conduct Oral Interviews with Offerors	March 30, 2021
Negotiations Completed	March/April, 2021
Award Contract	April/May, 2021
[Installation/Services] Begin	July 1, 2021

VI. GENERAL CONTRACT TERMS AND CONDITIONS

A. Annual Appropriations

The contract resulting from this procurement ("Contract") shall be subject to annual appropriations by the Henrico County Board of Supervisors. Should the Board fail to appropriate funds for this Contract, the Contract shall be terminated when existing funds are exhausted. The Successful Offeror ("Successful Offeror" or "Contractor") shall not be entitled to seek redress from the County or its elected officials, officers, agents, employees, or volunteers should the Board of Supervisors fail to make annual appropriations for the Contract.

B. Award of the Contract

1. The County reserves the right to reject any or all proposals and to waive any informalities.
2. The Successful Offeror must, within fifteen (15) calendar days after Contract documents are presented for signature, execute and deliver to the Purchasing office the Contract documents and any other forms or bonds required by the RFP.
3. The Contract resulting from this RFP is not assignable
4. Notice of award or intent to award may also appear on the Purchasing Office website: <http://henrico.us/finance/divisions/purchasing/>.

C. Collusion

By submitting a proposal in response to this Request for Proposal, each Offeror represents that in the preparation and submission of this proposal, the Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person, Offeror or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free,

competitive bidding in violation of the Sherman Act (15 U.S.C. § 1 et seq.) or Section 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

D. Compensation

The Successful Offeror must submit a complete itemized invoice for services that are performed under the Contract. The County shall pay the Successful Offeror for satisfactory compliance with the Contract within forty-five (45) days after receipt of a proper invoice.

E. Controlling Law and Venue

The Contract will be made, entered into, and shall be performed in the County and shall be governed by the applicable laws of the Commonwealth of Virginia without regard to its conflicts of law principles. Any dispute arising out of the Contract, its interpretations, or its performance shall be litigated only in the Henrico County General District Court or the Circuit Court of the County of Henrico, Virginia.

F. Default

1. If the Successful Offeror is wholly responsible for a failure to perform the Contract (including, but not limited to, failure deliver services, failure to complete implementation, or if the services fail to perform as specified herein), the County may consider the Successful Offeror to be in default. In the event of default, the County will provide the Successful Offeror with written notice of default, and the Successful Offeror shall provide a plan to correct the default within 20 calendar days of the County's notice of default.
2. If the Successful Offeror fails to cure the default within 20 days, the County, among other actions, may complete the Contract work through a third party, and the Successful Offeror shall be responsible for any amount in excess of the Contract price incurred by the County in completing the work to a capability equal to that specified in the Contract.

G. Drug-Free Workplace to be Maintained by the Contractor (VA. Code §2.2-4312)

1. During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
2. For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with the Virginia Public Procurement Act, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

H. Employment Discrimination by Contractor Prohibited

1. Contractor certifies to the County of Henrico, Virginia that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age,

color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E). During the performance of this Contract, the Contractor agrees as follows (Va. Code § 2.2-4311):

- a) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. The Contractor will include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

I. Employment of Unauthorized Aliens Prohibited

As required by Virginia Code §2.2-4311.1, the Contractor does not, and shall not during the performance of this agreement, in the County of Henrico, Virginia knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

J. Ethics in Public Contracting

Contractor certifies that its proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with its proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

K. Antitrust

By entering into a contract, the Successful Offeror conveys, sells, assigns, and transfers to the County of Henrico, Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular services purchased or acquired by the County under the contract.

L. Testing and Inspection

The County reserves the right to conduct any test/inspection it may deem advisable to assure services conform to the specifications.

M. Assignment of Contract

A contract shall not be assignable by the Successful Offeror in whole or in part without the written consent of the County

N. Indemnification

The Successful Offeror agrees to indemnify, defend and hold harmless the County(including Henrico County Public Schools), and the County's officers, agents and employees from any claims, damages, suits, actions, liabilities and costs of any kind or nature, including attorneys' fees, arising from or caused

by the provision of any services, the failure to provide any services or the use of any services or materials furnished (or made available) by the Successful Offeror, provided that such liability is not attributable to the County's sole negligence.

O. Insurance Requirements

The Successful Offeror shall maintain insurance to protect itself and the County and the County's elected officials, officers, agents, volunteers and employees from claims under the Workers' Compensation Act, and from any other claim for damages for personal injury, including death, and for damages to property which may arise from the provision of services under the Contract, whether such services are provided by the Successful Offeror or by any subcontractor or anyone directly employed by either of them. Such insurance shall conform to the Insurance Specifications. **(Attachment E).**

P. No Discrimination against Faith-Based Organizations

The County does not discriminate against faith-based organizations as that term is defined in Va. Code § 2.2-4343.1.

Q. Offeror's Performance

1. The Successful Offeror agrees and covenants that its agents and employees shall comply with all County, state and federal laws, rules and regulations applicable to the business to be conducted under the Contract.
2. The Successful Offeror shall ensure that its employees shall observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds.
3. The Successful Offeror shall cooperate with County officials in performing the Contract work so that interference with the County's normal operations will be held to a minimalized.
4. The Successful Offeror shall be an independent contractor and shall not be an employee of the County.

R. Ownership of Deliverable and Related Products

1. The County shall have all rights, title, and interest in or to all specified or unspecified interim and final products, work plans, project reports and/or presentations, data, documentation, computer programs and/or applications, and documentation developed or generated during the completion of this project, including, without limitation, unlimited rights to use, duplicate, modify, or disclose any part thereof, in any manner and for any purpose, and the right to permit or prohibit any other person, including the Successful Offeror, from doing so. To the extent that the Successful Offeror may be deemed at any time to have any of the foregoing rights, the Successful Offeror agrees to irrevocably assign and does hereby irrevocably assign such rights to the County.
2. The Successful Offeror is expressly prohibited from receiving additional payments or profit from the items referred to in this paragraph, other than that which is provided for in the general terms and conditions of the Contract.
3. This shall not preclude Offerors from submitting proposals, which may include innovative ownership approaches, in the best interest of the County.

S. Record Retention and Audits

1. The Successful Offeror shall retain, during the performance of the Contract and for a period of five years from the completion of the Contract, all records pertaining to the Successful Offeror's proposal and any Contract awarded pursuant to this Request for Proposal. Such records shall include but not be limited to all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices, including the Successful Offeror's copies of periodic estimates for partial payment; ledgers, cancelled checks; deposit slips; bank statements; journals; Contract amendments and change orders; insurance documents; payroll documents; timesheets; memoranda; and

correspondence. Such records shall be available to the County on demand and without advance notice during the Successful Offeror's normal working hours.

2. County personnel may perform in-progress and post-audits of the Successful Offeror's records as a result of a Contract awarded pursuant to this Request for Proposals. Files would be available on demand and without notice during normal working hours.

T. Severability

Each paragraph and provision of the Contract is severable from the entire agreement and if any provision is declared invalid the remaining provisions shall nevertheless remain in effect.

U. Minority-, Woman-, Service Disabled Veteran-Owned, Small Businesses and Employment Services Organizations

It is the policy of the County to actively seek out and provide contracting opportunities to minority-, woman-, service disabled veteran-owned, small businesses and employment services organizations in procurement transactions made by the County.

The County strongly encourages all suppliers to respond to Invitations for Bids and Request for Proposals and supports the use of minority, woman-, service disabled veteran-owned, small businesses and employment services organizations for sub-contracting opportunities.

All formal solicitations are posted on the Commonwealth of Virginia eVA and the County's internet site at <http://henrico.us/finance/divisions/purchasing/> and may be viewed under the Bids and Proposals link. Construction related solicitations are located on eVA and County internet sites and on ProcureWare at <https://henrico.procureware.com/home>.

V. Subcontracts

No portion of the work shall be subcontracted without prior written consent of the County. In the event that the Successful Offeror desires to subcontract some part of the work specified in the contract, the Successful Offeror shall furnish the County the names, qualifications, and experience of the proposed subcontractors. The Successful Offeror shall, however, remain fully liable and responsible for the work to be done by his/her subcontractor(s) and shall assure compliance with all the requirements of the Contract.

W. Taxes

1. The Successful Offeror shall pay all County, state, and federal taxes required by law and resulting from the work or traceable thereto, under whatever name levied. Such taxes shall not be in addition to the Contract price between the County and the Successful Offeror because the taxes shall be solely an obligation of the Successful Offeror and not the County, the County shall be held harmless for same by the Successful Offeror.
2. The County is exempt from the payment of federal excise taxes and the payment of state sales and use tax on all tangible, personal property for its use or consumption. Tax exemption certificates will be furnished upon request.

X. Termination of Contract

1. The County reserves the right to terminate the Contract immediately in the event that the Successful Offeror discontinues or abandons operations; is adjudged bankrupt, or is reorganized under any bankruptcy law; or fails to keep in force any required insurance policies or bonds.
2. Failure of the Successful Offeror to comply with any section or part of the Contract will be considered grounds for immediate termination of the Contract by the County.
3. Notwithstanding anything to the contrary contained in the Contract between the County and the Successful Offeror, the County may, without prejudice to any other rights it may have, terminate the

Contract for convenience and without cause, by giving 30 days' written notice to the Successful Offeror.

4. If the County terminates the Contract, the Successful Offeror will be paid by the County for all scheduled work completed satisfactorily by the Successful Offeror up to the termination date.

Y. County License Requirement

If a business is located in the County, it is unlawful to conduct or engage in the business without obtaining a business license. If your business is located in the County, include a copy of your current business license with your proposal submission. If your business is not located in the County, include a copy of your current business license with your proposal submission. If you have any questions, contact the Business Section, Department of Finance, County of Henrico, telephone (804) 501-4310.

Z. Environmental Management

The Successful Offeror must comply with all applicable federal, state, and local environmental regulations. The Successful Offeror is required to abide by the County's Environmental Policy Statement: http://henrico.us/pdfs/risk/env_policy.pdf which emphasizes environmental compliance, pollution prevention, continual improvement, and conservation. Employees of the Successful Offeror must be properly trained and have any necessary certifications to carry out environmental responsibilities. The Successful Offeror must immediately communicate any environmental concerns or incidents to the assigned County Project Manager and the County Risk Manager.

AA. Safety

1. The Successful Offeror shall comply with and ensure that the Successful Offeror's personnel comply with all current applicable local, state and federal policies, regulations and standards relating to safety and health, including, by way of illustration and not limitation, the standards of the Virginia Occupational Safety and Health Administration for the industry. The provisions of all rules and regulations governing safety as adopted by the Safety and Health Codes Board of the Commonwealth of Virginia and issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia shall apply to all work under the Contract. The Successful Offeror shall provide or cause to be provided all technical expertise, qualified personnel, equipment, tools and material to safely accomplish the work specified and performed by the Successful Offeror.
2. Each job site must have a supervisor who is competent, qualified, or authorized on the worksite, who is familiar with policies, regulations and standards applicable to the work being performed. The supervisor must be capable of identifying existing and predictable hazards in the surroundings or working conditions which are hazardous or dangerous to employees or the public, and is capable of ensuring that applicable safety regulations are complied with, and shall have the authority and responsibility to take prompt corrective measures, which may include removal of the Successful Offeror's personnel from the work site.
3. In the event the County determines any operations of the Successful Offeror to be hazardous, the Successful Offeror must immediately discontinue such operations upon receipt of either written or oral notice by the County to discontinue such practice.

BB. Authorization to Transact Business in the Commonwealth

1. A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership or other business form must be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law.
2. An Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia must include in its proposal the identification

number issued to it by the State Corporation Commission (Attachment C). Any Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law must include in its proposal a statement describing why the Offeror is not required to be so authorized.

3. An Offeror described in subsection 2 that fails to provide the required information shall not receive an award unless a written waiver is granted by the Purchasing Director, his designee, or the County Manager.
4. Any falsification or misrepresentation contained in the statement submitted by the Offeror pursuant to Title 13.1 or Title 50 of the Code of Virginia may be cause for debarment by the County.
5. Any business entity described in subsection 1 that enters into a contract with a public body must not allow its existence to lapse or allow its certificate of authority or registration to transact business in the Commonwealth if so required by Title 13.1 or Title 50 of the Code of Virginia to be revoked or cancelled at any time during the term of the contract.

CC. Payment Clauses Required by Va. Code §2.2-4354

Pursuant to Virginia Code § 2.2-4354:

1. The Successful Offeror shall take one of the two following actions within seven days after receipt of amounts paid to the Successful Offeror by the County for all or portions of the goods and/or services provided by a subcontractor: (a) pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under that contract; or (b) notify the County and subcontractor, in writing, of the Successful Offeror's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
2. The Successful Offeror that is a proprietor, partnership, or corporation shall provide its federal employer identification number to the County. Pursuant to Virginia Code § 2.2-4354, the Successful Offeror who is an individual contractor shall provide his/her social security numbers to the County.
3. The Successful Offeror shall pay interest to its subcontractors on all amounts owed by the Successful Offeror that remain unpaid after seven days following receipt by the Successful Offeror of payment from the County for all or portions of goods and/or services performed by the subcontractors, except for amounts withheld as allowed in Subparagraph 1. above.
4. Unless otherwise provided under the terms of the Contract interest shall accrue at the rate of one percent per month.
5. The Successful Offeror shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.
6. The Successful Offeror's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in Virginia Code § 2.2-4354 shall not be construed to be an obligation of the County. A Contract modification shall not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

DD. Contact Period

1. The contract period shall be from July 1, 2021 through June 30, 2022. Contract prices shall remain firm for the contract period.
2. The contract may be renewed for four (4) additional one-year periods at a price not to exceed 3% above the previous year's prices.
3. The resulting contract should require the Successful Offeror to give at least a ninety (90) day written notice if it does not intend to renew the contract at any annual renewal.

4. The contract shall not exceed a maximum of five (5) years.

EE. Occupational Safety & Health Policy Statement

The Successful Offeror must comply with all applicable federal, state, and local occupational safety and health standards. The Successful Offeror is required to abide by the County's Occupational Safety & Health Policy Statement: https://henrico.us/pdfs/risk/h_safety_policy.pdf which emphasizes maintaining a safe and healthy work environment for all employees, volunteers, and contractors who access County property and locations. The Successful Offeror must be properly trained and have any necessary certifications to carry out occupational safety and health policy responsibilities. The Successful Offeror must immediately communicate any concerns or incidents to the assigned County Project Manager and the County Risk Manager.

FF. Tobacco – Free Requirement

County Public Schools (“HCPS”) has a tobacco-free policy on school property. Therefore, the use or display of tobacco products by the Contractor, its suppliers and/or subcontractors on school property is strictly prohibited at all times, including days and/or hours when school is not in session. This includes, but is not limited to, outdoor areas of school properties and personal or business vehicles present on school property.

“Tobacco products” include any lit or unlit cigarette (including candy cigarettes), cigar, pipe, smokeless tobacco, dip, chew, and snuff in any form. This includes electronic cigarettes, cigarette packages, smokeless tobacco containers, lighters, and any other items containing or reasonably resembling tobacco, tobacco product images and tobacco company logos, such as key chains, t-shirts, ash trays, and coffee mugs.

“School property” includes land, buildings, facilities, and vehicles owned or rented by HCPS. School property includes parking lots, playgrounds and recreational areas.

GG. Conduct

1. Fraternalization between supplier and teachers or students is strictly prohibited.
2. Use, consumption, and/or possession of any controlled substance, substances considered to be illegal, and alcohol are strictly prohibited on school grounds.
3. Cigarette smoking is prohibited on school grounds.
4. Use of vulgar, suggestive or abusive language or gestures is strictly prohibited on school grounds.
5. Use of radios/stereos or other noise producing equipment shall not be used. No weapons of any kind are allowed on school grounds.

HH. Service Accessibility

Pursuant to the award of the contract and as soon as practicable but not later than September 1, 2019, the Successful Offeror shall confirm that all online content and/or web-based functionality provided is accessible to individuals with disabilities except where doing so would impose a fundamental alteration or undue burden. Accessibility will be measured according to the W3C's Web Content Accessibility Guidelines (WCAO) 2.0 Level AA and the Web Accessibility Initiative Accessible Rich Internet Applications Suite (WAI-ARIA) 1.0 techniques.

II. Section 508 Compliance

All information technology which, pursuant to this RFP, is purchased or upgraded by or for the use of any Commonwealth agency or institution or political subdivision of the Commonwealth (the “Technology”) shall comply with Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended. If requested, the Supplier must provide a detailed explanation of how compliance with Section 508 of the Rehabilitation Act is achieved and a validation of concept demonstration. The

requirements of this Paragraph along with the Non-Visual Access to Technology Clause shall be construed to achieve full compliance with the Information Technology Access Act, §§ 2.2-3500 through 2.2-3504 of the Code of Virginia for web content, which are incorporated by reference.

JJ. Cooperative Procurement

This procurement is being conducted by the County in accordance with the provisions of Section 2.2-4304 of the Code of Virginia. Except for contracts for architectural and engineering services, if agreed to by the contractor, other public bodies may utilize this Contract. The Contractor shall deal directly with any public body it authorizes to use the Contract. The County, its officials, and its employees are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Contractor and any other public body, and in no event shall the County, its officials, or its employees be responsible for any costs, damages or injury resulting to any party from another public body's cooperative use of a County contract. The County assumes no responsibility for any notification of the availability of the Contract for use by other public bodies, but the Contractor may conduct such notification.

VII. PROPOSAL SUBMISSION REQUIREMENTS

- A. The Purchasing Division will not accept oral proposals, nor proposals received by telephone, FAX machine, or email or hard copy submissions. Proposals will only be accepted through eVA.
- B. All erasures, interpolations, and other changes in the proposal shall be signed or initialed by the Offeror.
- C. The Proposal Signature Sheet (**Attachment A**) must accompany any proposal(s) submitted and be signed by an authorized representative of the Offeror. If the Offeror is a firm or corporation, the Offeror must print the name and title of the individual executing the proposal. All information requested should be submitted. Failure to submit all information requested may result in the Purchasing Division requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal.
- D. Reserved.
- E. The time proposals are received shall be determined by the time clock in eVA. Offerors are responsible for insuring that their proposals are submitted in eVA by the deadline indicated.
- F. By submitting a proposal in response to this Request for Proposal, the Offeror represents it has read and understands the Scope of Services and has familiarized itself with all federal, state, and local laws, ordinances, and rules and regulations that in any manner may affect the cost, progress, or performance of the Contract work.
- G. The failure or omission of any Offeror to receive or examine any form, instrument, addendum, or other documents or to acquaint itself with conditions existing at the site, shall in no way relieve any Offeror from any obligations with respect to its proposal or to the Contract.
- H. Subject to the limitations of Va. Code § 2.2-4342(F), trade secrets or proprietary information submitted by an Offeror in connection with this procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protection of this section prior to or upon submission of data or materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary (Va. Code § 2.2-4342(F)). (**Attachment D**)

- I. A proposal may be modified or withdrawn by the Offeror any time prior to the time and date set for the receipt of proposals. The Offeror shall follow the process in eVA. No proposal can be withdrawn after the time set for the receipt of proposals and for one-hundred twenty (120) days thereafter.
- J. The County welcomes comments regarding how the proposal documents and scope of services may be improved. **Offerors requesting clarification, interpretation of, or improvements to the Request for Proposal's general terms, conditions, and scope of services shall submit technical questions concerning the Request for Proposal no later than 2:00 p.m.; February 15, 2021 in writing.** Any changes to this Request for Proposals shall be in the form of a written addendum issued by the Purchasing Division and it shall be signed by the Purchasing Director or a duly authorized representative. **Each Offeror is responsible for determining that it has received all addenda issued by the Purchasing Division before submitting a proposal.**
- K. All proposals received on time shall be accepted for consideration. Proposals shall be open to public inspection only after award of the Contract.

VIII. EVALUATION (SAMPLE MATERIALS) SUBMISSION REQUIREMENTS

- A. Offerors shall submit samples of instructional materials (printed format) that are being offered. The Purchasing Division will accept samples no later than the due date of the RFP. Samples shall be delivered to the physical address of the County of Henrico, Purchasing Division, 8600 Staples Mill Road, Henrico, VA 23228.
- B. All packages containing samples shall be delivered in a sealed box and the outside of the box shall be marked with the number and title of the RFP and the offeror's name.
- C. All samples must be labeled with the title and number of RFP and the offeror's name.
- D. Failure to provide samples by the time specified, may result in the rejection of an offeror's proposal.
- E. Samples will remain in the possession of the County until a contract is award is finalized.
- F. Upon contract award finalization, offerors will be notified and responsible for the pick-up/return freight of the sample units. If return arrangements are not confirmed within seven calendar days after notification from the Purchasing Division that the evaluation units are available for return, the Purchasing Division reserves the right to dispose of the sample materials.

IX. PROPOSAL RESPONSE FORMAT

- A. Offerors shall submit a written proposal that present the Offeror's qualifications and understanding of the work to be performed. Offerors must address each evaluation criterion and be specific in presenting their qualifications. The proposal should provide all the information considered pertinent to the Offeror's qualifications for this project.
- B. The Offeror should include in its proposal the following:
 - 1. Table of Contents
All pages are to be numbered.

2. **Tab 1 – Introduction and Signed Forms**

In this tab, the following items should be provided:

- a. Cover Letter – On company letterhead, signed by a person with the corporate authority to enter into contracts in the amount of the proposal.
- b. Proposal Signature Sheet – **Attachment A**
- c. Business Classification Form – **Attachment B**
- d. Virginia State Corporation Commission Registration Information – **Attachment C**
- e. Proprietary/Confidential Information – **Attachment D**
- f. Direct Contact with Student Form - **Attachment F**

3. **Tab 2 – Statement of the Scope**

In this tab, offerors, in concise terms, shall state their understanding of the Scope of Services requested by this RFP in Section II and III.

4. **Tab 3 - Offeror Qualifications, Experience, Resumes and Financial Capacity.**

In this tab, offeror should demonstrate the Offeror's and their staff's qualifications and experience in providing the services as requested in this Request for Proposal (RFP). Offeror's should provide, at a minimum, documentation demonstrating that their firm is a firm regularly engaged in providing the services solicited in this RFP. If subconsultants are to be utilized provide similar documentation to what has been requested of the offeror in this section. Provide appropriate documentation to support:

- a. Years in business outlining the company history and experience providing services as requested in this RFP;
- b. Experience with a project of this magnitude;
- c. Evidence of financial stability;
- d. Experience with development of digital content aligned with Virginia SOLs;
- e. Experience in K-12;
- f. Evidence of research demonstrating the validity of the techniques, materials and interventions presented to include a review from an impartial research-based agency, such as the Florida Center for Reading Research or the Oregon Reading First Review Panel;
- g. Number of current customers;
- h. Number of employees proposed for the development and ongoing processes including training; and
- i. Resumes of proposed staff that would be assigned to this project.

5. **Tab 4 – Service Approach and Implementation**

In this tab, offerors should describe, in detail, the proposed solution. Offerors shall discuss their current workload and their ability to provide their proposed solution by July 1, 2021. Offerors shall provide, at minimum, the following:

- a. A sandbox environment for any digital proposed solutions for the committee to use for evaluation. If the "sandbox: environment is not available, offerors shall provide screen shots for the product with their proposal;
- b. Samples of the instructional materials (printed format) that are being offered. See Sec.VIII for instructions. **(*DO NOT INCLUDE YOUR PROPOSALS WITH YOUR SAMPLES)**
- c. A projected schedule for performing key phases of the project, including estimated time frame;
- d. Any agreements to which HCPS may be required to agree to as part of the contract should your firm be awarded the contract. (i.e. Service Level Agreement etc.)
- e. Any terms and conditions the "end user" is required to accept;

- f. Discuss how parental consent is handled, if required; and
 - g. A detailed timeline for implementation of the proposed solution indicating resources (responsible party) and completion dates.
- 6. **Tab 5 – Technical Administration, User Interface, Security Integration and Devices**
In this tab, offerors should describe, in detail, how the proposed solution meets the technical requirement of the RFP. Offerors shall provide, at a minimum, documentation to support:
 - a. Evidence of their ability to accommodate concurrent users based on data collected from a similar environment;
 - b. How accounts are maintained in their system and how they support automated provisioning of users and accounts;
 - c. Describe the data exchange process in detail;
 - d. Describe any limitations the proposed solution may have such as the number of teachers for a class and the number of schools associated with teachers and students;
 - e. Provide per user bandwidth requirements for the proposed solution;
 - f. Provide the average bandwidth per student required; and,
 - g. Provide a detailed description of the implementation and support the solution has for LTI version 1.1 or higher certified as a toll Provider (TP) with our LMS Solution (Schoology).
- 7. **Tab 6 – Reporting and Monitoring**
In this tab, offerors shall provide the following information regarding reports and monitoring
 - a. Describe program-specific progress monitoring. While program monitoring is desired, HCPS shall continue to monitor student progress using a progress monitoring tool that is independent of the students' curriculum/intervention.
 - b. Provide samples and descriptions of reports offered and the ability to customize content and reports.
- 8. **Tab 7 – Training and Professional Development**
In this tab, offerors shall describe training and professional development that is included with the proposed solution. Offerors shall include a description of the required training for implementation of the program as well as options for continued professional development at either the district or school level. Pricing shall be clearly defined in the proposal submission. Include pricing for county-wide, train-the-trainer model as well as resources and professional development options available to schools at no additional cost.
- 9. **Tab 8 – Pricing**
In this tab, offerors shall provide a detailed pricing schedule. The price shall include all costs associated with providing the services and materials outlined in Sec. II and Sec.III of this RFP.
 - a. List all categories separately, itemized for evaluation such as material cost, training of County staff, projected man-hours, hourly rates, etc.
 - b. Include a statement that the Offeror will provide all services as outlined in their proposal.
 - c. Provide all costs for annual services for each program being offered up to five years. To include the following:
 - i. Provide a cost proposal for professional development and training for HCPS new hires working with reading RTI Tier II and Tier III interventions beyond the first year of implementation.
 - ii. Provide a separate cost for consumable materials.
 - iii. Provide a separate cost for RTI Tier II and Tier III interventions for secondary (grades 6-12) writing skills.

- d. Provide pricing for Year 1 on **Attachment G**, based on your firm's pricing model. If more than one program is being offered, offers must provide a separate **Attachment G** for each program being offered.

10. Tab 9 – **References**

In this tab, offerors shall provide a minimum of three (3) references who can attest to the Offeror's past performance to provide services similar to those required for this contract. References shall be from other school districts. The list should include contact person's name, position, telephone numbers, fax number, and if available the e-mail or Internet address. Offerors may not use Henrico County as one of their references. By submitting a proposal, offerors agree to permit the County to contact the Offeror's clients to confirm the quality of past work for those clients.

11. (if needed) Tab 10 – **Exceptions**

In this tab, offerors shall list any exceptions taken to the Scope of Services and General Terms and Conditions of this Request for Proposals. The County intends to make the RFP and the Successful Offeror's proposal a part of the contract between the parties, so Offerors should list any exceptions for purposes of negotiating the contract.

12. (if needed) Tab 11 – **Assumptions**

In this tab, offerors shall list any assumptions made when responding to this Request for Proposals

13. (if needed) Tab 12 – **Appendices**

Optional for Offerors who wish to submit additional material that will clarify their response

X. PROPOSAL EVALUATION/SELECTION PROCESS

- A. Offerors are to make written proposals, which present the Offeror's qualifications and understanding of the work to be performed. Offerors are asked to address each evaluation criteria and to be specific in presenting their qualifications. Proposals should be as thorough and detailed as possible so that the County may properly evaluate your capabilities to provide the required goods/services.

- B. Selection of the Successful Offeror will be based upon submission of proposals meeting the selection criteria. The minimum selection criteria will include:

Evaluation Criteria	Weight
Functional Requirement <i>(In accordance with Section IX Item B(3), B(6), B(7), and B(11) this criterion considers the extent to which the Offeror's proposal satisfied the services requested by this RFP and clearly demonstrates the work to be performed as specified in Sec. II and III)</i>	40
Experience and Qualifications <i>(In accordance with Section IX Item B(4) and B(10) this criterion considers the extent to which the Offeror's qualifications, experience, resumes and references of the overall Offeror and staff assigned relative to the service solicited by this RFP as specified in Section II and III)</i>	30
Implementation <i>(In accordance with Section IX Item B(5), B(6) and Item B(8) this criterion considers the Offeror's service approach, training and implementation of services as requested by this RFP as specified in Section II and III)</i>	20
Price <i>(In accordance with Section IX, Item B(9), this criterion considers the Offeror's pricing for completing the services requested by this RFP as specified in Section II and III.)</i>	5
Quality of Proposal Submission / Oral Presentations <i>(This criterion considers the overall quality of the Offeror's proposal submitted and any oral presentations required.)</i>	5
Total	100

- C. For goods, nonprofessional services, and insurance, selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. In the case of a proposal for information technology, as defined in Va. Code § 2.2-2006, the County shall not require an Offeror to state in a proposal any exception to any liability provisions contained in the Request for Proposal. Negotiations shall then be conducted with each of the Offerors so selected. The Offeror shall state any exception to any liability provisions contained in the Request for Proposal in writing at the beginning of negotiations, and such exceptions shall be considered during negotiation. Price shall be considered, but need not be the sole or primary determining factor. After negotiations have been conducted with each Offeror so selected, the County shall select the Offeror(s) which, in its opinion, has made the best proposal and provides the best value, and shall award the contract to that Offeror(s). Should the County determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.

ATTACHMENT A
PROPOSAL SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all requirements specified in this Request for Proposal ("RFP") **No.21-2114-2EMF RTI Reading (K-12) Curriculum for Tier II and Tier III.**

My signature also certifies that by submitting a proposal in response to this RFP, the Offeror represents that in the preparation and submission of this proposal, the Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person or business entity, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraining of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

I hereby certify that I am authorized to sign as a legal representative for the business entity submitting this proposal.

LEGAL NAME OF OFFEROR (DO <u>NOT</u> USE TRADE NAME):
ADDRESS:
FEDERAL ID NO:
SIGNATURE:
NAME OF PERSON SIGNING (PRINT):
TITLE:
TELEPHONE:
FAX:
EMAIL ADDRESS:
DATE:

ATTACHMENT B
BUSINESS CATEGORY CLASSIFICATION FORM

Company Legal Name: _____

This form completed by: Signature: _____ Title: _____

Date: _____

PLEASE SPECIFY YOUR **BUSINESS CATEGORY** BY CHECKING THE APPROPRIATE BOX(ES) BELOW.

(Check all that apply.)

- ☐ SMALL BUSINESS
- ☐ WOMEN-OWNED BUSINESS
- ☐ MINORITY-OWNED BUSINESS
- ☐ SERVICE-DISABLED VETERAN
- ☐ EMPLOYMENT SERVICES ORGANIZATION
- ☐ NON-SWaM (Not Small, Women-owned or Minority-owned)

SUPPLIER REGISTRATION – The County of Henrico encourages all suppliers interested in doing business with the County to register with eVA, the Commonwealth of Virginia's electronic procurement portal, <http://eva.virginia.gov>.

eVA Registered? ☐ Yes ☐ No

If certified by the Virginia Minority Business Enterprises (DMBE), provide DMBE certification number and expiration date.

_____ NUMBER _____ DATE

DEFINITIONS

For the purpose of determining the appropriate business category, the following definitions apply:

"Small business" means a business, independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or annual gross receipts of \$10 million or less averaged over the previous three years. One or more of the individual owners shall control both the management and daily business operations of the small business.

"Women-owned business" means a business that is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women.

"Minority-owned business" means a business that is at least 51 percent owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals.

"Minority individual" means an individual who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following definitions:

1. "African American" means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.
2. "Asian American" means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Mariana Islands, the Philippines, a U.S. territory of the Pacific, India, Pakistan, Bangladesh, or Sri Lanka and who is regarded as such by the community of which this person claims to be a part.
3. "Hispanic American" means a person having origins in any of the Spanish-speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.
4. "Native American" means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.

"Service disabled veteran business" means a business that is at least 51 percent owned by one or more service disabled veterans or, in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more individuals who are service disabled veterans and both the management and daily business operations are controlled by one or more individuals who are service disabled veterans.

"Service disabled veteran" means a veteran who (i) served on active duty in the United States military ground, naval, or air service, (ii) was discharged or released under conditions other than dishonorable, and (iii) has a service-connected disability rating fixed by the United States Department of Veterans Affairs.

"Employment services organization" means an organization that provides community-based employment services to individuals with disabilities that is an approved Commission on Accreditation of Rehabilitation Facilities (CARF) accredited vendor of the Department of Aging and Rehabilitative Services.

ATTACHMENT C
Virginia State Corporation Commission (SCC)
Registration Information

The Offeror:

☐ is a corporation or other business entity with the following SCC identification number:

-OR-

☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from Bidder's out-of-state location) **-OR-**

☐ is an out-of-state business entity that is including with this bid/proposal an opinion of legal counsel which accurately and completely discloses the undersigned Bidder's current contracts with Virginia and describes why those contracts do not constitute the transaction of business in Virginia within the meaning of §13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

Please check the following box if you have not checked any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids: ☐

ATTACHMENT D
PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION

NAME OF OFFEROR: _____

Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of Va. Code § 2.2-4342(F) in writing, either before or at the time the data or other materials are submitted. The Offeror must specifically identify the data or materials to be protected including the section(s) of the proposal in which it is contained and the pages numbers, and state the reasons why protection is necessary. A summary of trade secrets and proprietary information submitted shall be submitted on this form. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. Va. Code § 2.2-4342(F) prohibits an Offeror from classifying an entire proposal, any portion of a proposal that does not contain trade secrets or proprietary information, line item prices, or total proposal prices as proprietary or trade secrets. If, after being given reasonable time, the Offeror refuses to withdraw such classification(s), the proposal will be rejected.

SECTION/TITLE	PAGE NUMBER(S)	REASON(S) FOR WITHHOLDING FROM DISCLOSURE

ATTACHMENT E
COUNTY OF HENRICO
INSURANCE SPECIFICATIONS

The following insurance coverages and limits are required in order to provide goods, services, construction, professional and non-professional services to Henrico County general government agencies and Henrico County Public Schools. These requirements are specific to this procurement and may or may not be the same for future requests.

Please be sure and review the Additional Requirements Section

The Successful Bidder/Offeror shall carry Public Liability Insurance in the amount specified below, including contractual liability assumed by the Successful Bidder/Offeror, and shall deliver a Certificate of Insurance from carriers licensed to do business in the Commonwealth of Virginia and that is representative of the insurance policies. The Certificate shall show that the policy has been endorsed to add the County of Henrico and Henrico County Public Schools named as an additional insured for the Commercial General Liability coverage. **The certificate must not show in the description of operations section that it is issued specific to any bid, job, or contract.** The coverage shall be provided by a carrier(s) rated not less than "A-" with a financial rating of at least VII by A.M. Best or a rating acceptable to the County. In addition, the Successful Bidder/Offeror shall agree to give the County a minimum of 30 days prior notice of any cancellation or material reduction in coverage.

Workers' Compensation

Statutory Virginia Limits

Employers' Liability Insurance - \$100,000 for each Accident by employee
\$100,000 for each Disease by employee
\$500,000 policy limit by Disease

Commercial General Liability

\$1,000,000 each occurrence including contractual liability for specified agreement
\$2,000,000 General Aggregate (other than Products/Completed Operations)
\$2,000,000 General Liability-Products/Completed Operations
\$1,000,000 Personal and Advertising injury
\$ 100,000 Fire Damage Legal Liability

Business Automobile Liability – including owned, non-owned and hired car coverage

Combined Single Limit - \$1,000,000 each accident

Umbrella Liability

\$2,000,000 Per Occurrence and in the aggregate

Additional Requirements

In addition to the requirements above, the Successful Bidder/Offeror shall thoroughly review the scope of work that is included and if any of the following are included in the services that will be provided, the following additional insurance will be required, if required:

- ☐ **Professional Liability - \$2,000,000 Per Occurrence (or limit in accordance with Statute for Medical Professional)**
Required if the Scope includes providing advice or consultation including but not limited to; lawyers, bankers, physicians, programming, design (including construction design), architects & engineers and others who require extensive education and/or licensing to perform their duties.
- ☒ **Cyber Liability - \$2,000,000 Per Occurrence**
Required if the Scope includes the collection and electronic transmittal of Personal Health Insurance (PHI), or any other demographic data on individuals including but not limited to Name, Address, Social Security Numbers or any other sort of personally identifying information.
- ☐ **Abuse and Molestation Coverage - \$1,000,000 Per Occurrence**
Required if the scope of work includes the offering of professional or non-professional services to any child or student where one on one contact or consultation is to be provided.
- ☐ **Pollution Liability - \$1,000,000 Per Occurrence**
Required if the scope of work involves the use (other than in a motor vehicle) or removal of a substance or energy introduced into the environment that potentially has an undesired effect or affects the usefulness of a resource. These include, but are not limited to Asbestos, PCB's, Lead, Mold, and Fuels.
- ☐ **Explosion, Collapse & Underground Coverage (XCU)**
Required of a Contractor in limits equal to the General Liability Limit when the Scope includes any operations involving Blasting, any work underground level including but not limited to wires, conduit, pipes, mains, sewers, tanks, tunnels, or any excavation, drilling, or similar work.
- ☐ **Builders Risk Coverage**
Required if the scope of work includes the ground up construction of a structure. Limit of insurance shall be 100% of the completed value of the structure. For projects for the renovation of an existing structure, The County shall insure the Builder's Risk with the Contractor being responsible for the first \$10,000 of any claim.
- ☐ **Other as Specified Below**

NOTE 1: The commercial general liability insurance shall include contractual liability. The contract documents include an indemnification provision(s). The County makes no representation or warranty as to how the Bidder/Offeror's insurance coverage responds or does not respond. Insurance coverages that are unresponsive to the indemnification provision(s) do not limit the Bidder/Offeror's responsibilities outlined in the contract documents.

NOTE 2: The intent of this insurance specification is to provide the coverage required and the limits expected for each type of coverage. With regard to the Business Automobile Liability and Commercial General Liability, the total amount of coverage can be accomplished through any combination of primary and excess/umbrella insurance. This insurance shall apply as primary insurance and non-contributory with respect to any other insurance or self-insurance programs afforded the County of Henrico and Henrico County Public Schools. This policy shall be endorsed to be primary with respect to the additional insured.

NOTE 3: Title 65.2 of the Code of Virginia requires every employer who regularly employs three or more full-time or part-time employees to purchase and maintain workers' compensation insurance. If you do not purchase a workers' compensation policy, a signed statement is required documenting that you are in compliance with Title 65.2 of the Code of Virginia.

NOTE 4: The Certificate Holder Box shall read as follows:
County of Henrico
Risk Management
PO Box 90775
Henrico, VA 23273

ATTACHMENT F
Direct Contact with Students Form

Name of Offeror: _____

Pursuant to Va. Code § [22.1-296.1](#), as a condition of awarding a contract for the provision of services that require the contractor, his employees or subcontractors to have **direct contact with students** on school property during regular school hours or during school-sponsored activities, the school board shall require the contractor to provide certification that all persons who will provide such services have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

Any person making a materially false statement regarding any such offense shall be guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services.

As part of this submission, I certify that the employees of, or subcontractors to, the above mentioned contractor that will be providing services that require direct contact with students to the School Board under the resulting contract will have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. Furthermore, I understand that the duty to certify is ongoing and extends to future employees and employees of subcontractors for the duration of the contract.

Signature of Authorized Representative

Printed Name of Authorized Representative

Printed Name of Offeror
(if different than Representative)